



An ISO 9001 : 2015 Port
ISPS CODE Compliant

**MORMUGAO PORT TRUST
CIVIL ENGINEERING DEPARTMENT**

Tender Notice No CE/N/ 40 /2018.

e-TENDER No. CE /33(R1)2018

e-TENDER

(Cover No 1)

FOR

**DESIGN ,CONSTRUCTION ,SUPPLY ,INSTALLATION
TESTING & COMMISSIONING OF
3 NOS FLOATING JETTIES
ON RIVER MANDOVI, NW-68
And 1 no on River Chapora , NW-25
ON ENGINEERING ,PROCUREMENT AND
CONSTRUCTION (EPC)BASIS.**

TECHNO – COMMERCIAL BID (COVER NO. 1)

**<https://eprocure.gov.in/eprocure/app>
Due Date of submission 27.12.2018 at 15.00 hrs**



An ISO 9001:2015 Certified
ISPS Code Compliant Port

DISCLAIMER

1. This Tender Document is neither an agreement nor an offer by the Mormugao Port Trust to the prospective Applicants or any other person. The purpose of this Tender Document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender Document.
2. Mormugao Port Trust, does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Document and it is not possible for Mormugao Port Trust to consider particular needs of each party who reads or uses this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by Mormugao Port Trust in relation to the Works of design, construction, supply, installation, testing and commissioning of pontoon and gangway for providing floating terminal facilities. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtains independent advice from appropriate sources.
3. Mormugao Port Trust will not have any liability to any prospective Company/ Firm/Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender Document, any matter deemed to form part of this Tender Document, the award of the Assignment, the information and any other information supplied by or on behalf of Mormugao Port Trust or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. Mormugao Port Trust will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this Tender Document.
4. Mormugao Port Trust will not be responsible for any delay in receiving the Bids. The issue of this Tender Document does not imply that Mormugao Port Trust is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Works and Mormugao Port Trust reserves the right to accept / reject any or all of Bids submitted in response to this Tender Document at any stage without assigning any reasons whatsoever. Mormugao Port Trust also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Mormugao Port Trust accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Mormugao Port Trust reserves the right to change / modify / amend any or all provisions of this Tender Document. Such revisions to the Tender Document / amended Tender Document will be made available on the website of Mormugao Port Trust.

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SECTION-I: NOTICE INVITING E-TENDER

MORMUGAO PORT TRUST

CE/ 33(R 1) 2018

NOTICE INVITING E-TENDER

a) Introduction:

Mormugao Port Trust on behalf of IWAI invites E Tenders **from the reputed Contractors/ Companies/ Firms** in two cover system (Cover – I: Technical Bid and Cover – II: Financial Bid) for **“Design,Construction,Supply,installation,testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis”**. The total estimated cost put to tender is **Rs.12.98 crores**.

b) Critical Datasheet:

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/app> and MORMUGAO PORT TRUST's website "wwwmptgoa.gov.in."

Tender Inviting Authority.	Chief Engineer,Mormugao Port Trust
e-Tender No.	CE/ 33(R1) 2018.
Tender Notice No	CE/N/40/2018
Tender Currency settings.	Indian Rupees.(INR)
Joint Venture.	Allowed.
Cost of Tender Document	INR 5000/- (Rupees Five Thousand Only)
E.M.D. Cost	Rs.13.00 lakhs.
Pre-bid meeting date:	No Pre bid meeting.
Document Download Start Date	13.12.2018
Bid submission start Date	20.12.2018. at 15.00 hrs
Bid Submission Closing Date	27.12.2018 up to 15.00 hrs.
Technical Bid Opening Date	28.12.2018 at 15.30 hrs.
Financial Bid Opening Date	To be intimated.
Bid Validity	180 days.

<p>Payment of Tender Fee & EMD</p>	<p>The Tender cost shall be paid in e-payment or DD mode only, in favour of FA& CAO MPT before the due date and time of the tender. Mode of Payment to be paid online through e-Payment mode via :</p> <p>i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download UTR No or re-printed Challan towards credit of MPT available on e-tender website and make its payment through any of their Bank.</p> <p>ii. EMD shall be paid as RTGS/Demand Draft/ Bank Guarantee</p> <p>iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.</p> <p>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of UTR No or challans or B.G. in the e-Tender website as a token of proof of payment .</p>
<p>Security Deposit</p>	<p>10 % of the contract value.</p> <p>Two parts:</p> <p>(i) 5% of contract value – to be furnished within 30 days of placement of Work order/LOA</p> <p>(ii) 10% of each Running Bill value shall be deducted as Retention money ,that shall be limited to 5 % of the contract value.</p> <p>(iii) Security deposit and Retention money will be released on the completion of defect liability period.</p>
<p>Contract Period</p>	<p>6months from Engineer’s approval of final design, excluding monsoon period.</p> <p>Monsoon period shall be reckoned as 1 st June to 30thSeptemer.</p>
<p>Contact Details</p>	<p>For Tender related queries --- Phone :0832 – 2594607 / 2594628;</p> <p>For e-Tendering help contact: The Help Desk will be your first point of contact at NIC. Telephone: For any queries, please call 24 x 7 Helpdesk No.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787</p> <p>Email: Kindly send your Technical queries to cppp-nic@nic.in</p>
<p>Website</p>	<p>http://eprocure.gov.in</p>

c) Scope of the work:

In brief, the Scope of Work for the appointed firm shall be Design, construction, supply, installation, testing and commissioning of 3 Nos Floating Jetties on River Mandovi NW (68) and 1 nos on River Chapora (NW 25) On EPC basis". as per the terms and conditions and technical specifications stipulated in the Tender Document & AMC for ten years. The detailed Scope of Work shall be as described in the Section-VI of this Tender Document.

d) Method of Selection:

Bidder will be selected under Cost Based Selection-L1 (CBS) and procedures described in this Tender Document.

a) Clarifications:

Clarification/Query if any on the Tender Document shall be obtained from the following address:

**Office of The Chief Engineer
Engineering Civil Department,
2ndFloor,AOB, Headland Sada,
Mormugao Port Trust,
Mormugao Goa 403804.
Phone nos. 0832-2521160
Email.mgptce@gmail.com**

b) Mormugao Port Trust reserves the right to accept or reject any or all Tenders without assigning any reason and no correspondence shall be entertained in this regard.

c) In the event of changes in the schedules, Mormugao Port will notify the same through its website.

MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT

TENDER NO CE/ 33(R1) / 2018

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

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

Name of the Beneficiary	MORMUGAO PORT TRUST GENERAL ACCOUNT
Address of Beneficiary with PIN Code	Administrative Office Building, Headland Sada, GOA - 403804
PAN Number	AAALMO293P
Name & Mobile Number of responsible person	MILIND DESSAI / 9823082682 milind.desai@mptgoa.gov.in
Name of the Bank and Branch	STATE BANK OF INDIA, Harbour Branch
Bank Telephone No.	0832-2520212
Address of the Bank	STATE BANK OF INDIA MORMUGAO HARBOUR, GOA - 403803
MICR Code of the Bank	403002024
IFSC Code No.	SBIN0002164
Type of Account and Branch Code	Current Account / Branch Code:- 002164
Account number of the Bank	10438017048
	MPT GENERAL ACCOUNT
Beneficiary E-mail ID	cashmpt@mptgoa.gov.in

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

1. Background

- 1.1 Inland Waterway Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). In April, 2016, the Government of India has declared 106 new National Waterways in addition to the existing five National Waterways.
- 1.2 IWAI has nationalised six rivers in Goa namely River Mandovi, Zuari, Mapusa, Chapora Sal and Cumbarjua under its project to fund development of rivers in the country.
- 1.3 IWAI has entered into a Tripartite agreement with Mormugao Port Trust and Government of Goa for development of Rivers of Goa, which are declared as National Waterways. River Mandovi and River Chapora have been declared as National Waterway (NW-68) in April, 2016. IWAI is planning to develop basic navigational infrastructure (fairway, terminal and navigation aids) on this waterway. It is proposed to develop 4 floating jetties of total length of 240 metres (approx.). Captain of Ports has jurisdiction over both Mandovi and Chapora river.
- 1.4 The objective of this tender is to Design, construct, supply, install, test and commission Four Floating jetties and gangways for providing floating terminal facilities in NW-68 and NW-25 on EPC basis. Mormugao Port Trust, is assigned task of Project Management Consultant for Planning, Tendering and executing the work of development of rivers in Goa on behalf of IWAI.

2. Introduction

The Employer will select a firm/organization (the Contractor) for Design, Construction, Supply, installation, testing and commissioning of 3 Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora (NW 25) on EPC basis in accordance with the evaluation process and method of selection specified in clause 15 & clause 16.2 Section- II: Instruction to Bidder (ITB).

- 2.1 The name of the Assignment/Job has been mentioned in Section - III: Data Sheet. Detailed scope of the Assignment/Job has been described in Section - VI: Terms of Reference.
- 2.2 The date, time and address for submission of the Bids have been given in Section - III: Data Sheet.
- 2.3 Bidder shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.4 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.

3. Bidder Eligibility Criteria

The Bidders shall meet the following pre-qualification criteria:-

- 3.1 Bidder may be a company or firm that is a private entity, a Government owned entity or any combination of such entities in the form of JV/consortium under an existing agreement or with the intent to enter into such agreement supported by a Letter of Intent. Bidders that are Government owned entity in the employer's country may participate only if they can establish that they (i) operate under commercial law and (ii) are not dependent agencies of the employer.
- 3.2 The Bidder shall meet the Qualification criteria of executing similar works of the value as mentioned in clause 16.1 of ITB. The Bidder shall indicate the value of the order executed by him together with the details of name of the party, order value, scope of work, completion period stipulated in the order and actual completion period / date / status. The completion certificate, awarded by the client on its letter head should have a mention of start date, date of completion and value of the work executed by the Bidder. The Bidder can provide the details of the works that have been substantially completed. **"Substantially Completed Works"** means the works where physical quantity and financial value of similar works satisfactorily completed till Bid Submission Date exceeds the similar work requirements as stipulated in Clause 16.1 of ITB. Substantial completion of works shall be supported by client certificates with the details of name of the work, name and extent of similar work, work order value, start date, percentage of similar work completed till date (both in physical and financial terms) etc. In case the work was performed by the Bidder in a JV, the percentage share of the Bidders in the work executed as JV should be clearly mentioned in the completion certificate. In case the work was performed by the bidder as a sub-contractor, the bidder shall submit similar completion certificate awarded to it by the main contractor. The similar work constitutes design, construction, supply, installation, testing and commissioning of Floating jetties made up of concrete and aluminium gangways
- 3.3 Copy of work order/letter of award/letter of work agreement alone shall not suffice Bidders claim for executing the similar work as defined in Section III data sheet. Submitting completion certificate from the client on its letter head along with supporting documents as mentioned in 3.2 above is mandatory to qualify.
- 3.4 Average Annual Turnover during the last three (03) years ending 31st March 2018 should be as mentioned in clause 16.1.2 of ITB. The Bidders shall provide financial turnover of the firm for the last three years duly certified by statutory auditors or Chartered accountant.
- 3.5 Any entity that has been barred by the Central Government, any State Government, a statutory Employer or a public sector undertaking, or International Funding Agency (World Bank, ADB, JICA etc.), as the case may be, from participating in any project, and the bar subsists as on the Bid submission date, would not be eligible to submit Bid.

- 3.6 The similar work experience of parent company/subsidiary/sister Company or any associated firm/company of the bidder shall not be considered unless the parent company/subsidiary/sister company or any associated firm /company has at least 26 % shareholding in the bidding company/ firm/proposed JV/Consortium.
- 3.7 The Bidder shall offer and make available the list of all Key Personnel as specified in Clause - 5 of Section – VI: Terms of Reference.
- 3.8 Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 3.9 Bidder shall also indicate following:
- 3.9.1 Bidder shall have adequate resources for successful execution from design to construction and commissioning of floating pontoon and gangway and should be financially solvent.
- 3.9.2 Bidder shall be income tax assesses and accordingly the Bidder shall submit copy of Income Tax Return (ITR) filed by the Bidder for the last three financial years.
- 3.9.3 A preliminary design methodology and approach to work and detailed schedule of detailed design criteria & design, supply, installation, testing and commissioning is required to be submitted.
- 3.9.4 The details of manufacturing yard in India for the pre-fabricated concrete floating pontoons /units in India, as the proof of adequate capacity available for the work which must include the size, capacity and facilities etc, is required to be furnished along with the registration and survey certificate (if any) from the concerned organization.

4. Pre-bid Meeting

There will be no Pre bid meeting.

5. Clarifications and Addendums

- 5.1 Bidders may request a clarification on any clause of the document up to the number of days indicated in Section - III: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - III: Data Sheet. No request for the clarification shall be entertained if such request is received by the client after the deadline for submitting clarifications.
- 5.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to Bidders. Should the Employer deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

5.2.1 At any time before the submission of Bids, the Employer may amend the

Tender Document by issuing an addendum/corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment will be uploaded on the website and will be binding on the Contractor. The Contractors shall acknowledge receipt of all amendments. To give Contractors reasonable time to the bidders to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment /clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> Mormugao Port Trust's website "www.mptgoa.gov.in"

6. Preparation of Bids

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender Document. Material deficiencies in providing the requested information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

6.1 EMD

6.1.1 Bidders shall furnish EMD and Tender cost of the amounts as mentioned in Section III Data Sheet. In case of a JV, the EMD shall be furnished by the Lead Member.

EMD for the amount mentioned above shall be deposited to the FA &CAO ,Mormugao Port Trust by DD or through NEFT/ RTGS in the following account

- i) Name of Bank Account: Mormugao Port Trust General Account
- ii) Bank Name and Address: State Bank of India, Harbour Branch
- iii) Bank Account number:10438017048
- iv) IFSC: SBIN 0002164

6.1.2 EMD is also acceptable in the form of bank guarantee .The cost of Tender document is not refundable.

6.1.3 Port extends exemption while participating in port tenders for payment of EMD/Bid security to Small Scale Industries(SSSI)/micro ,Small & Medium Enterprises(MSME),provided proper proof is furnished to avail the concessions. The declaration of the UAM number by the MSE (Micro, Small & Medium) bidders by the concerned vendor on the Central Public Procurement Portal(CPPP) is mandatory, for availing the benefits as per PP policy for MSME's order,2012. **Bidders submitting MSME certificate to note & ensure that nature of services and goods/items manufactured mentioned in the MSME certificate matches with the nature of the services and goods/ items supplied as per tender.**

6.1.4 Bids submitted without EMD shall be rejected as non-responsive.

6.1.5 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

6.1.6 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.

6.1.7 The Earnest Money of the successful Bidder submitted in the form of D/D/RTGS/Bank Guarantee will be returned and B.G. will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

6.1.8 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) If the Bidder withdraws his proposal during negotiations.
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of award of work
- (vii) In case of a Bidder revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing.
- (viii) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract, as described in Clause 16.5 of GCC.
- (ix) In case the bidder fails to furnish the prescribed performance guarantee/ security deposit within the prescribed period as mentioned in clause 4.4.1 of GCC
- (x) In case of forfeiture of earnest money, as prescribed in vii and ix above, the tenderer shall not be allowed to participate in the retendering process of the work.

6.2 Taxes

The Bidders shall fully familiarise themselves with the applicability of all types of taxes (such as inter alia Income Taxes, custom duties, fees, levies, GST and any other taxes). All such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for the GST, which will be reimbursed to the contractor on production of proof for payment of GST, as applicable. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same.

6.3 Currency

Bidders shall quote the price of their assignment/job in Indian Rupees.

6.4 Language

The Bid as well as all related correspondence exchanged between the Bidders and the Employer shall be in English language and shall be strictly as per the formats attached in this Tender Document. The Employer will evaluate only those Bids that are received in the specified formats and are complete in all respects as per this Tender Document. Any supporting documents submitted by the Bidder with its Bid or subsequently, in response to any query/ clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

6.5 Bid Validity

The Section – III: Data Sheet indicates for how long the Bids submitted by the bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid and also the amount quoted for the services in the Financial Bid shall remain unchanged. Should the need arise; however, the Employer may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that they will maintain the availability of the Professional staff Proposed in the Bid and that their financial Bid will remain unchanged. Also, in their confirmation of extension of validity of the Bid, bidders could submit new staff in replacement ,which would be considered in the final evaluation for contract award. The bidders have the right to refuse to extend the validity of the bids and bids of such bidders, who do not extend the validity of their bids, shall not be considered for further evaluation.

6.6 Number of Bids

A bidder can submit one bid only either as a single entity or in the form of a JV/Consortium. Bidders' participation shall be substantiated in Form 4A: Form of Tender. In case a bidder submits or participates in more than one bid, the application of the bidder shall be rejected summarily.

6.7 Bids by Joint venture/Consortium

6.7.1 The Joint Venture/Consortium can be entered between two or three Companies/Firms only.

6.7.2 The minimum percentage share of the lead member shall be 26% with total share of all the JV/consortium members being 100%.

6.7.3 There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities, both financial as well as technical for execution of the work amongst them. The Bidder has to submit either of the following:

6.7.4 A copy of the Joint Venture Agreement in accordance with requirements mentioned in this Tender Document Or

6.7.5 A documentary proof of "intent of forming JV/Consortium" on Rs.100/- notarized stamp paper at the time of submission of bid. The successful bidder will however be required to submit the copy of Joint Venture Agreement in accordance with requirements mentioned in this Tender document after issuance of Letter of Intent and before signing of agreement. Member of JV/ Consortium shall incorporate a company and register the same under the provisions of the Companies Act 2013 (as their wholly owned subsidiary) to execute the project, if awarded to the JV consortium.

The Letter of Intent to enter into a JV / Consortium agreement should contain at least the following:

- Name of the Lead Partner
- Clearly mentioned Percentage share of JV / Consortium members adhering to the clause 6.7.2 mentioned above.
- “All the partners shall jointly and severally liable for the execution of the Contract in accordance with the Contract terms”

- 6.7.6 Lead partner's authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners/members of JV/consortium.
- 6.7.7 The Lead Partner shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- 6.7.8 In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the Lead Partner, or in the case of the Lead Partner being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture/consortium. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most experienced i.e. Lead Partner, defined as such in the Communication approving the qualification, defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- 6.7.9 Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause 6.7.8 above, all the partners of the Joint Venture/consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- 6.7.10 The bid submitted shall contain all relevant information for each member of JV/Consortium as per the requirement stipulated under clause 10.1 of ITB
- 6.7.11 Lead member should have stake in the Joint Venture / Consortium as stipulated in Clause 6.7.2 of Instructions to Bidders (ITB). However, the JV / Consortium members together shall meet the overall qualification Criteria stipulated in Clause 16.1 of ITB.
- 6.7.12 For sustainability of JV, clause 23 of GCC shall be referred.

7. Conflict of Interest

- 7.1 Employer requires that selected bidder (Contractor) provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s)/job(s) or his own corporate interests and act without any consideration for future work.

8. Acknowledgement by Bidder

It shall be deemed that by submitting the Bid, the Bidder has:-

Made a complete and careful examination of this Tender for

Design, Construction, Supply, installation, testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25) on EPC basis"

- 8.2 Received all relevant information requested from the Employer;
- 8.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid; inter-alia including fully familiarizing itself with the site and other conditions prevailing at site.
- 8.4 Agreed to be bound by the undertaking provided by him under the terms and conditions laid in this tender document.

9. Guidelines for e-submission of the Bids

- 9.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 9.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Contractors/Bidders on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 9.3 Bidder should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available “Enrol Here” on the home page portal. Enrolment is free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the Contractors/Bidders through email id provided.
- 9.4 Bidders need to login to the site through their user ID/password chosen during enrolment/registration.
- 9.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 9.6 Only the registered DSC should be used by the Bidder and should ensure safety of the same.
- 9.7 Contractor/Bidder may go through the Tenders published on the site and download the required Tender documents/schedules in which the Bidder is interested.
- 9.8 After downloading/getting the Tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 9.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in Section – III: Data Sheet. The Bidder should also take into account the addendum/corrigendum published before submitting the Bids online.
- 9.10 Then the Bidder may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 9.11 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my favourites’ folder.
- 9.12 From the favourite’s folder, he selects the tender to view all the details indicated.

- 9.13 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 9.14 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 general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 9.15 The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 9.16 Bidder should submit the Cost of Tender document/ EMD for the amount as specified in Section –III: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 9.17 While submitting the Bids online, the Bidder should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 9.18 The Bidder has to select the payment option as offline to pay the Cost of Tender Document/ EMD as applicable and enter details of the instruments.
- 9.19 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 submitted Bid will not be acceptable.
- 9.20 The Bidder has to digitally sign and upload the required Bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 9.21 The Bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 9.22 If the price Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the Bidder; else the Bid submitted is liable to be rejected for this Tender.
- 9.23 The Bidders are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the Bidders at the eleventh hour.

- 9.24 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the Bidder and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 9.25 The Bidder should ensure/see that the Bid document submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 9.26 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The Bidders should follow these time settings during Bid submission.
- 9.27 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 9.28 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 openers' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 9.29 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 9.30 The Bidder should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 9.31 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 9.32 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. The contact number for the helpdesk is 1800 2337315. Kindly send your technical enquiries to **cppp-nic@nic.in**
Contact Telephone Numbers: 0120-4200462, 0120-4001002, 91-8826246593

10. Submission of Bids

The Hard Copy of original payment instruments in respect of cost of Tender document, earnest money, must be delivered to the office of Chief Engineer on the date of opening of bids but before opening time.. Bids submitted without original payment instrument like cost of Tender document, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The Cost of Tender Document shall be non-refundable.

The Technical and Financial Bids, complete in all respects, should be submitted as per sequence mentioned below. Bids should be submitted in Two Covers:

10.1 Cover-I: Uploading Technical Bid

10.1.1 Enclosure –I

- a. Scanned copy of the proof of Cost of Tender Document as specified in Section – III: Data sheet
- b. Scanned copy of the proof of EMD as specified in Section – III: Data Sheet and Annex – VI (if submitted in the form of BG)
- c. Power of Attorney for the authorised person of the bidder as per Form 4D. This form shall be accompanied by copy of company identity card or general identity card (passport/Driving licence/Voter's ID etc.) of the authorised representative.
- d. Power of Attorney for lead member of the JV/Consortium as per Form4K
- e. Joint Bidding Agreement as per Form4M
- f. Statement of legal Capacity as per Form 4L
- g. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorised signatory of the Bidder as per Annex –V
- h. Scanned copy of Form of Tender (Form4A)
- i. Scanned copy of a signed declaration by the bidders (Form4G)
- j. Bidders Information Form (Form4H)
- k. Composition/Ownership/Shareholding pattern of the organization
- l. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association/memorandum of association of the company.
- m. Registration/incorporation certificate of the company/Firm.
- n. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorised signatory of the bidder.

10.1.2 Enclosure –II

- a. Scanned copy of the Annual Report/Audited/certified balance sheets, and profit/loss statement for the last three financial years ending 31st March 2018,i.e. 2015-16, 2016-17& 2017-18.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder and jt venture partners.
- d. Scanned copy of ESI, EPF registration & labour license
- e. Form 4C of Section IV for average annual turnover
- f. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex- III & Annex -IV.
- g. Integrity Agreement

10.1.3 Enclosure –III

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Copies of completion certificate on client letter head for similar projects executed by the bidder in last seven years. The submitted certificates shall comply to conditions laid in clause 3 of ITB (Bidder Eligibility Criteria) Such eligible projects shall be supplied in Form 4B of Section IV
- c. Copies of work order/agreement with value and status (% completed till submission) in case of on-going work shall be submitted separately as proof of on-going assignments as per Form- 4F of Section IV. The bidder shall also submit, along with Form – 4F, plan/provision to move the existing machinery to the project site when required.
- d. Relevant experience of the bidder to be submitted as per Form4N
- e. List of litigation history, if any.

10.1.4 Enclosure –IV

- a. Scanned copies of following, keeping in view the scope of work listed in the ToR:
 - (i) The preliminary layout, design, design criteria and the approach to the work and methodology to be adopted,
 - (ii) Detailed layout work plan
 - (iii) List of Equipment to be deployed as per Form 4Iof Section IV (Details of make and manufacture to be provided).
- b. List of experts/key personnel (Form 4E of Section IV) incompliance of the statutory requirement of Inland Vessels Act, 1917 as well as other personnel required for carrying out all the contractual obligations.

It may be noted that the Technical Bid shall not contain any reference to any fee or charges.

10.2 Cover-II: Financial Bid

Financial Bid in excel format (BoQ_1) provided along with this Tender shall be used for quoting prices/offer.

- (i) This will contain fixed price contract rate to be charged for completing the work.
- (ii) While working out the price, following points should be noted:
 - (a) The Contractor will have bear the cost of mobilization of equipment to the floating terminal site and their demobilization as required. All other incidental cost during the work is also to be borne by the Bidder.
 - (b) The Contractors will have to make their own arrangements for the transport/accommodation/TA/DA of their personnel assigned to this project. The price quoted shall also include the Contractor's representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc.
 - (c) All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be quoted separately as per the format. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment other than that defined in clause 5.2 Section VI, Part I. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR).
 - (d) Providing of One A.C. Vehicle Petrol/Diesel, with driver (Maruti Swift Desire, Tata Tigor, Toyota Liva , or similar.)Registered not earlier than January 2016 for Mormugao Port Trust officials to visit the site on all days incl. Sundays and Holidays 24 x 7. The kilometres required per month are 2500. In case of usage more than 2500 kms , per km rate paid will be Rs 15.00. In case of breakdown of vehicle similar replacement vehicle shall be arranged by the Contractor without delay. **Failure to provide vehicle will attract a penalty of Rs 4000/- per day.** All payment cost towards maintenance/repairs, petrol-diesel, taxes insurance Gate entry passes, toll fees drivers wages parking fees shall be borne by the bidder. Cost of above shall be included in overall project cost.
 - (e) Providing One no Laptop HP-12 Sa 15 inch screen 8GB,RAM, ITB HDD, 8th gen intel core i-5
 - (f) Providing One no HP printer hp-1020 single function printer.
 - (g) Site office in Porta Cabin for EIC/Contractor staff.

10.3 The Annual Maintenance Cost for the work are fixed as 0.40 % of the total EPC quoted cost. For subsequent years,AMC charges will be increased by 8.00 % annually over the previous years' charges. Security deposit of 5.00% of EPC cost will be retained till the period of AMC.

10.4 The Tenderer shall take into account the locations, access to proposed jetties, and submit their layout plan. The pontoons and gangways shall be connected to shore by walkway using Suitable materials where necessary. The work must be completed at no extra cost to the Port.

10.5 After assessing the completed works , Mormugao Port if it finds necessary shall place an order on the successful bidder for Supply and installation of extra units(max 12 nos) of floating pontoons at locations specified under this contract and as directed. The same will be sought within One year of issue of work order.

11. Extension of Bid submission date

The employer may extend the date of submission of bids by issuing an addendum and uploading the same in website.

12. Late Proposals

Agency shall submit BG for EMD at the time mentioned before submission date failing which his tender will not be opened.

13. Liability of the employer

The bidders are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the bidder that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, mentioned under clause 9 of ITB, have been read and understood by the bidder.

14. Modification/Substitution/ Withdrawal of Bids

The tender once submitted may be modified, substituted or withdrawn by the bidders before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

No bid shall be modified after the deadline for submission of bids.

15. Bid opening and evaluation process

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.

15.3 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online Bids received shall be opened on the date and time mentioned in Section – III: Data Sheet. 'Financial Bid' of those Bidders whose Technical Bid has been determined to be responsive and on evaluation fulfils the criteria as stipulated in the Tender Document, shall be opened on a subsequent date, which will be notified to such Bidders. In the event of the specified date for the submission of bids being declared a holiday for The Employer, the Bids will be opened at the appointed time and location on the next working day. Bids for which a notice of withdrawal has been submitted shall not be opened.

15.4 The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified in Clause 16. Bid shall be rejected if it is found deficient or found not meeting the eligibility criteria as mentioned in clause 3 and clause 16.1 of ITB. Only responsive bids shall be further taken up for evaluation. A Bid shall be considered responsive only if:

- 15.41 It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 11;
- 15.42 It is accompanied by the Earnest Money Deposit' as specified in Clause 6.1;
- 15.43 It is received in the forms specified in section IV (Technical Proposal) and in section V (financial proposal);
- 15.44 It does not contain any condition or qualification
- 15.45 It fulfils the eligibility criteria stipulated in Clause 3 and Clause 6.1
- 15.5 The Employer shall inform the Bidders, whose Technical Bids are found responsive and on evaluation fulfils the criteria stipulated in the Tender document, of the Date, Time and Place of opening of the Financial Bids. The Bidders so informed, or their representative, may attend the meeting of online opening of Financial Bids.
- 15.6 At the time of the online opening of the 'Financial Bids', the names of the Bidders, whose Bids were found responsive and qualified for opening of financial bid, the total amount of each Bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Bid opening.
- 15.7 Bidder may, if deemed necessary by him, send a representative to attend the financial bid opening. Such representative shall have a letter of authorization from the bidder to attend the bid opening on its behalf. In case a bidder sends a representative on its behalf to attend the financial bid opening, it shall be construed that the representative has the authority of the bidder.

16. Qualification Criteria and Bid evaluation

16.1 Qualification criteria

To qualify for this tender, the Bidder must satisfy each of the qualifying criteria stipulated in Clauses 16.1.1 to 16.1.5 of ITB. Not satisfying any of the qualification criteria will render the bid non-responsive and financial bids of such bidders will not be opened.

16.1.1 Qualification for works

1. The bidder should have successfully completed or substantially completed "Similar Works" in previous 7 years ending adjusted last day of the month previous to the one in which this Tender is invited.

(I) To qualify for the works, bidder should have completed

- a) **3 similar works each costing not less than INR 5.20crores,or**
- b) **2 similar works each costing not less than INR 6.50croresor**
- c) **1 similar work costing not less than INR10.40crores**

For this purpose, the "Similar Works" means "design, construction, supply, installation, testing and commissioning of concrete floating jetties incl. Ancillary works such as gangway. Bidders shall have executed similar works in Govt. Institutions, Ports, Public sector units or reputed Private companies etc.

16.1.2 Qualification Criteria for Average annual turnover for last 3 financial years i.e. 2015-16, 2016-17, 2017-18.

- (i) **At least INR 4.00 Crore to qualify.**

16.1.3 Qualification Criteria for Equipment and experience

- i. For minimum eligibility pertaining to equipment, the Bidder may refer clause 7 of ToR.
- ii. Details of jetty design and construction work executed in last 7 years, type of concrete pontoon / jetty designed and constructed, quantity, scheduled period of execution, date of commencement and date of completion, substantial completion and certificate/testimonials from the concerned clients regarding successful completion / substantial completion of the job to substantiate technical capacity of the Bidder required as per Clause 3 and 16.1.1 of ITB.

16.1.4 Qualification Criteria for Work Plan and Methodology Statement

- i. The Bidder shall submit the preliminary layout drawing preliminary design, design criteria and work plan methodology for the construction, supply, installation, testing and commissioning of floating jetties, schedule in bar chart format/ CPM –PERT format.
- ii. The Bidder should have its own / hired manufacturing facility for floating concrete pontoons/modules, in India, or shall submit an undertaking stating that the pontoons shall be manufactured at a yard in India. The bidder shall also furnish the details of manpower & equipment available with him, for the installation of floating jetties and proof of successfully installing at least one concrete floating jetty during last seven years in India or abroad.

16.2 Bid evaluation

16.2.1 The Bids shall be evaluated based on the criteria mentioned in Clause 16.1 of ITB. In case a bidder fails to meet the above mentioned qualification criteria, their bids shall be treated as non-responsive and financial bids of such bidders shall not be opened.

16.2.2 A responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document and terms and conditions defined therein.

16.2.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account while evaluating bids.

16.2.4 The lowest priced bidder who qualifies the MEC, i.e. L-1 shall be chosen based on the amount quoted by the bidders in BoQ of Section V provided all financial, performance and technical evaluation requirement specified in qualification criteria are met by the bidder.

17. Award of Contract

17.1 The Employer shall issue a Letter of Award to the selected Bidder .It may also notify all other Bidders about the decision taken (if requested by other Bidders).

17.2 The Contractor will sign the contract after fulfilling all the formalities/pre- conditions mentioned in the Standard Form of Contract in Section VII, within 21 days of issuance of the Letter of Award.

17.3 The Contractor is expected to commence the Assignment/job on the date and at the location specified in Section III Data Sheet.

18. Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference.

The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the Works, shall be and shall remain property of the Employer.

19. Third Party Inspection of pontoons.

All the fabricated Concrete pontoons at The Plant shall be inspected by IRS and certified by them before delivery to site. The cost toward visit to Site/yard by third party and EIC shall be borne by successful bidder.

CHIEF ENGINEER

MORMUGAO PORT TRUST.

SECTION - III: DATA SHEET

DATA SHEET

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
1.	-	Employer	Mormugao Port Trust Headland Sada..
2.	2.2	Name of the Assignment/job is	Tender for Design,Construction,Supply,installation, testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis"
3.	2.1	Method of Selection	CBS (Cost Based Selection) – L1.
4.	2.3	Bids submission Start Date & Time	Date : 20 . 1 2 . 2 0 1 8 Time : by 15.00 Hrs (IST) Address : Only online submission (To, The Chief Engineer Mormugao Port Trust , Engineering Civil Department, 2 nd floor, New AOB, Headland Sada,Vasco 403804.)
5.		Bid submission closing date and time	Date : 27 . 1 2 . 2 0 1 8 Time : by 15.00 Hrs (IST) Address : Only online submission
6.	5.1	Last date for seeking clarifications	Date :17.12. 2018. Email Id: mgptce@gmail.com jirage@rediffmail.com
7.	6.1	EMD	INR 13.00 Lakhs.
8.	6.2	Cost of Tender Document	INR 5000/- (Rupees Five Thousand only)
10.	-	Estimated Cost	INR 12.98 Crores.
11.	6.7	Bid Validity	180 days after Bid submission date.
12.	3.3	Similar Works	As stipulated in Clause 16.1.1 of ITB
13.	-	JV/consortium allowed	Yes
14.	3.7	The estimated number of Key Personnel Required	As per Form 4E
15.	-	The formats for the Technical Bid	FORM 4A: Form of Tender FORM 4B: Eligible Projects FORM 4C: Average Annual Turnover FORM 4D: Power of Attorney (for authorized representative of the bidder) FORM 4E: List of Key Personnel FORM 4F: List of Ongoing assignments

CLAUSE NO. OF DATA SHEET	REF OF ITB	PARTICULARS	DESCRIPTION
			FORM 4G: Declaration by the Bidders
			FORM 4H: Applicant's Party Information Form
			FORM 4I: Availability of floating Concrete pontoons building facility including infrastructural facility, equipment, machineries etc. to be used for tender work
			FORM 4J:Format for pre-bid queries
			FORM 4K: Power of Attorney for Lead Member of JV/Consortium
			FORM 4L: Statement of Legal Capacity
			FORM 4M: Joint Bidding Agreement
			FORM 4N: General Construction Experience
			FORM 4O: Bid Capacity
16.	15.3	Bid Opening date	Date : 28.12. 2018 Time : 15:30 hrs. Venue: Mormugao Port Trust, Headland Sada..
17.	18.3	Location of Pontoon / Assignment	(i) Opp Dempo House Panjim. ii) C.O.P jetty Panjim iii) Old Goa jetty.iv)River Chapora.

SECTION-IV: TECHNICAL BID STANDARD FORMS

FORM 4A: Form of Tender

To

The Chief Engineer,
Mormugao Port Trust
Headland Sada, 403804..

Sub: Design,Construction,Supply,installation,testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis”

Sir,

1. Having visited the site and examined the information and instructions for submission of tender, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical, General and Detailed specifications, Bill of Quantities (BoQ) agreement and bank guarantee forms, etc. for the above named works, I/ We(Name of Bidder) hereby tender for execution of the works referred to in the tender document in conformity with the said GCC, SCC, Schedule as stated in BoQ of this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the specifications, Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in the table below and submitting the EMD vide RTGS / NEFT/ BG in Mormugao Port Trust Account as per the details given therein:

Sl. No.	Bank Guarantee	Total EMD (INR)
1.	Details of the Bank Guarantee (No and Date) and details of the bank (Name of bank, branch, address)	

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 180 days from the date of opening of technical bids or extension thereto as required by the Mormugao Port Trust and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and Mormugao Port Trust shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by Mormugao Port Trust towards part of security deposit to execute all the works referred to in the tender

document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and/ or security deposit.

6. I/ We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by Mormugao Port Trust in the event of works not being completed in time.
7. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
8. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking or Multilateral or International Aid Agency/Development Bank.** Any such discovery by Mormugao Port Trust at any stage of the tender/contract may result in disqualification of the firm or cancellation of the contract.
9. I/ We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
10. I/ We certify that the tender submitted by me, us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date

Signature

Name.....

Designation

duly authorized to sign & submit tender for an on behalf of
(Name and address of firm)

M/s

Telephone no's.....FAX No.....

FORM 4B: Eligible Projects

Format for Responsiveness of Bid (Eligible Projects) Project Specific Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying similar works under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
2. Exhibit only those projects undertaken in the last Seven (7) years from Bid Submission Last Date.
3. Projects without the proof of completion / substantial completion certificates including start Date, end date and value of the work executed as applicable from respective client will not be considered.
4. Projects that have been substantially completed shall also be considered. Substantially completed works have been defined in Clause 3.2 of ITB.

S. No.	Client Name, Name of work & location of project	Contract Value in INR	Date of start of work	Scheduled completion date	Actual completion date	Details of terminal / Concrete floating jetty / pontoon construction works(including similar work).	Remarks
		Financial value of similar work satisfactorily completed					

Firm's Name :

Authorized Signature :

Note:

2. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
3. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
4. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
5. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
6. In case exchange rate for the currency in consideration is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
7. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder as deemed fit.

Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation.

FORM 4C: Average Annual Turnover of Applicant

Sl. No.	Financial Years	Average Annual Turnover of Applicant (INR) in Last Three Years
1.	2015-2016	
2.	2016-2017	
3.	2017-2018	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that.....[Name of the Firm][Registered Address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation:

Name of Firm:

(Signature of the Statutory Auditor /Chartered accountant Seal of the Firm)

Note:

1. In case the Contractor does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.
2. This Form shall be submitted on the letter head of the CA/statutory auditor.

FORM 4 D: Power of Attorney
(for authorized representative of the bidder)

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms.

.....son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Design,Construction,Supply,installation,testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis”**

The selection of Contractor for Mormugao Port Trust, (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ...DAY OF, 2018.

For ...

(Signature, Name, Designation and Address) Witnesses:

- 1.....
- 2.....

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as are solution/power of attorney in

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

FORM 4E: List of Key Personnel

Sr. No.	Position / Role	No.
1	Site In-charge / Manager	
2	Structural Design Engineer	
3	Fabrication Engineer	
4	Electrical Engineer	
5	Surveyor	
6	Supervisors	
7	Carpenter	
8	Labourer	

Note:

1. The list of key personnel is tentative and indicative only. The Bidder can propose the key personal required for works as per the scope defined in the Tender Document..
2. During the tenure of contract if need arise, then the Bidder is allowed to change / replace the Key Personnel with a prior written approval from EIC.

FORM 4F: List of Ongoing Assignments

Sl. No.	Full Postal Address of Client & Name of officer-in-charge	Description of the work of concrete floating jetties	Value of contract	Date of commencement of work	Scheduled completion period	Average completion as on date	Expected date of completion

FORM 4G: Declaration by the Bidders

To,

Date:.....

**The Chief Engineer,
Mormugao Port Trust ,
New- AOB, Headland, Sada
403804.**

Kind Attention: Chief Engineer-

Sub: Declaration from the Bidder.

Tender Reference No:.....

Dear Sir,

This is with reference to the above mentioned Tender document.

I/We hereby make the following declarations:

1.	No alteration has been made in any form in the downloaded Tender document.
2.	I/We have not been banned or de listed by any Government or quasi Government agency or public/ private sector undertaking.
3.	I/We accept the payment terms of clause 14.2 of General Conditions of Contract.
4.	I/We provide our acceptance to all Tender Terms and Conditions.
5.	Acknowledgment by Bidder as per Clause 8 of ITB

6. I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 03 years.
7. I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily.
8. I/We agree to disqualify us from this tender and black list us for tendering in Mormugao Port Trust projects in future, if it comes to the notice of Mormugao Port Trust that the documents/submissions made by me/us are not genuine.

Yours Faithfully

**(Signature of the Bidder,
with Official Seal)**

FORM 4H: Bidders Information Form

Biddername: <i>[insert full name]</i>
Bidder's Party name: <i>[insert full name of Applicant's Party]</i>
Bidder's Party country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative

FORM 4I: Availability of Floating jetty construction facility including infrastructural facility, equipment, machineries etc. to be used for tender work.

Name & Address.	Detailed Particulars		
(i) Building floating jetty including fabrication/ construction Yards in India (details including number, dimension, location and layout of shipyard to be given). Whether covered or open.			
(ii) Mould loft for modular construction (details including number, dimension and location to be given). Whether covered or open.			
(iii) Design and drawing office of own or tie up with experienced Design Consultant/ Naval Architect with brief resume			
(iv) List of workshop machinery, equipment. (i) Welding Sets (ii) Gas Cutting Sets (iii) Grinding / Bending machines (iv) Shot Blasting equipment (v) Material handling equipment (vi) Machine Shop Machineries (vii) Paint Shop (viii) Piling winches. (ix) Any other details	Description	Make	Quantity
(v) Source of electric power, whether captive power unit available, if so ,the details thereof.			
(vi) Facilities for doing outfitting job in Afloat condition like floating cranes, pontoons- indicating location and area.			

Note:

1. **If owned, the registration certificates and year of procurement for the proposed machinery should be appended with this Form**
2. **In case of hired equipment, the consent letter from the owner of the equipment is to be appended.**
3. **In case of equipment to be procured, status of timelines of procurement to be included.**
4. **If required, separate / additional sheets can be used.**

(Signature of authorized representative)

FORM 4J: Format for Pre bid queries by Bidders

(To be submitted in Bidders Letter head)

Name of Bidder:

Date of Submission:

Pre – Bid Queries

Sl. No.	Section No. Clause, Sub Clause No and Page No. of Tender	Tender clause description	Query
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

**FORM 4K: Power of Attorney for Lead Member of
JV/Consortium**

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Whereas the Mormugao Port trust on behalf of Inland Waterways Authority of India (the “Authority”) has invited Bids from interested parties for the “Design,Construction,Supply,Installation,testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis”-“**The work**”and Whereas,,
.....,and (collectively the “JV/Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s.
..... having our registered office at, M/s.
..... having our registered office at, and
..... having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the JV/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all, Bid and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium’s Bid for the **“The Work”**.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2018

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

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

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

Witnesses:

- 1.
- 2.

.....
(Executants)

(To be executed by all the Members of the JV/Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

FORM 4L: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of JV/Consortium)

Ref. Date:

To,

Chief Engineer,
Mormugao Port Trust
New AOB, Headland Sada.
Goa.403804

Dear Sir,

We hereby confirm that we/ our members in the JV/Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the tender document. We have agreed that (insert member's name) will act as the Lead Member of our JV/consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the tender document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same. All actions/representations of the Lead Member/Authorised Signatory shall be legally binding on the Consortium.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of.....

**Please strike out whichever is not applicable.*

FORM 4M: Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

Mormugao Port Trust – (the “Authority”) on behalf of IWAI, has invited Bids (the “**Bids**”) by its Request for Bid dated (The “**tender Document**” for Design, Construction, Supply, Installation, testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis” (The “**Work**”)

- (A) The Parties have read and understood the TENDER Document and are interested in jointly bidding for the Project as members of a JV/Consortium and in accordance with the terms and conditions of the TENDER document and other TENDER documents in respect of the Project, and
- (B) It is a necessary condition under the TENDER document that the members of the JV/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. JV/Consortium

- 2.1 The Parties do hereby irrevocably constitute a JV/consortium for the purposes of jointly participating in the Bidding Process for the Project.
-

2.2. The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/ or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the JV/Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 2013, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder i.e. the parties herein shall collectively hold 100% equity during the License Period.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the JV/Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV/Consortium during the Bidding Process and until the signing of the tender for “**The Work**” when all the obligations shall become effective;
- (b) Party of the Second Part shall be assisting the Lead member in the manner as recorded herein for carrying out the entire scope of work awarded under the tender for “**The Work**”.
- (c) Parties shall jointly and severally endeavour to carry out the works, if awarded to them pursuant to the bidding process conducted by the Authority, in accordance with the terms and conditions specified in the TENDER Documents and such other agreements/Contracts/Work Orders as may be executed from time to time between the Authority and the JV/Consortium’s Special Purpose Company.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the tender for “**The Work**”, till such time as prescribed in accordance with the tender for “**The Work**”.

6. Shareholding

61 The Lead Member of such Preferred Bidder JV/consortium shall at all time during the License Period hold equity equivalent to(as per clause 6.7.2) of the subscribed and paid up capital in the special purpose company incorporated by the parties to work as the contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold(as per clause 6.9.3) equity in the subscribed and paid up capital contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a JV/consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the contractor.

62 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the tender for “**The Work**”.

7. **Representation of the Parties**

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) Such Party has read and understood the tender Documents and is executing this Agreement for the purposes as recorded hereinabove out of its own freewill;

8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the tender for “**The Work**”is achieved under and in accordance with the tender for “**The Work**”in case the Project is awarded to the JV/Consortium. However, in case the JV/Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case maybe.

9. Miscellaneous

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

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

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

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of the LEADMEMBER

SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of SECOND PART

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

FORM 4N: General Construction Experience

(Each Bidder or member of a JV must fill in this form)

Name of the Bidder / Members JV Consortium:

General Experience				
Contract Identification and Name Name and Address of Employer Brief Description of the similar Works Executed by the Bidder	Starting Month Year	Ending Month Year	Years	Role of Bidder

**SECTION - V: FINANCIAL BID STANDARD FORMS
(COVER No 2)**

Financial Bid Cover No 2 For Fin -2A

Tender Inviting Authority: **Mormugao Port Trust**

Name of Work. **Tender for Design,Construction,Supply,installation,testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25)on EPC basis"**

Tender No **CE/33(R1)/2018.**

Sr No	Item Description	Amount.
1	<p>Design, construction, supply, installation, testing and commissioning of 3nosConcrete Floating Jetties on River Mandovi (NW68)& 1 no on River Chapora NW 25 on EPC basis of appropriate design to be submitted by bidder and approved by MORMUGAO PORT TRUST for providing floating terminal facilities suitable for walkway for passengers in River Mandovi (NW-68) /River Chapora NW 25 complete in every respect in accordance with the Technical specification & Special conditions of the contract (including all tools, including all taxes, (but excluding GST) as prevailing and all other charge, expenditure etc. Location of Pontoon: i)Opp Dempo House Panjim,ii)Captain of Ports Jetty, Panjim,iii)Captain Of Ports Jetty Old Goa.iv) River Chapora.</p> <p>NOTE: AMC of the above 4 jetties, for a period of Ten years after the completion of One year Defects Liability Period. complete in all respect.(Consumables will be paid by COP) AMC includes regular inspection of pontoon and accessories and its soundness, stability and wear ,tear of fixture, chain and mooring system and gangways and other electrical fixtures. Proper records to be maintained for inspection of total structure and the rectification carried out time to time.In case of damage to structure due to manufacturing defect and not by external impact same shall be rectified by contractor at no extra cost to Port.</p> <p>The AMC charges are fixed at 0.40 percent of the quoted EPC Cost for the first year. For Subsequent years upto ten years of AMC period, an annual increase of 8.00 percent (over the AMC cost of previous year) –to take care of inflation, shall be applied.The payment shall be made annually once after certification from User Agency for satisfactory maintenance.</p>	<p><u>(To be submitted online only)</u></p> <p><u>This quote is excluding AMC cost.</u></p>

Note 1	G.S.T. will be paid extra as applicable.	
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SECTION-VI:TERMS OF REFERENCE (TOR)

**PART I – DETAILED SCOPE OF WORK, SERVICE,
DRAWINGS AND TIMELINES**

Scope of Work

- 1.1. Mormugao Port Trust on behalf of IWAI intends to set up floating jetties at following Locations i) Opposite Dempo House, Panaji ii) COP Jetty Panaji and COP Jetty Old Goa and Chapora. The objective of this tender is Design, construction, supply, Installation, testing and commissioning of 3nos Floating Jetties on River Mandovi (NW68).& 1 no on River Chapora NW 25

The detailed scope of work includes- concrete floating pontoons of 12 m x 3 m and a gangway made of aluminium, chain and sinker/ anchor mooring system, steel landing platform, are to be designed, constructed, supplied, installed, tested and commissioned near these jetties.. Details are provided in Technical specifications. The floating jetty shall have appropriate arrangement to cater to the mooring requirements of the vessels. The floating jetty shall be designed for sufficient load capacity and stability to serve its intended purpose. The appearance of the jetty shall be good and shall have superior finish as per international standards.

1.2 Preliminary Works

- (a) The Contractor shall review the available data and reports pertaining to the Works and shall
 - (i) Carry out all the survey, design and approval of drawings and detailed design of Concrete pontoon for jetties, gangways chain mooring systems as detailed in Technical specifications and scope of work.
- (b) The Contractor shall also make a detailed analysis of the site and existing facilities available for developing the floating jetties.
- (c) The Contractor based upon the surveys and detailed analysis shall submit periodically Work plan / methodology for carrying out the execution of Work to the Engineer in Charge (EIC) or his representative for this approval. The contractor shall bear all the cost arising out of surveys and detailed analysis.
- (d) The Work plan to be submitted by the Contractor shall include
 - a. The site layout plan & The Works Program.
 - b. Health & Safety Plan.
- (e) **The Contractor shall carry out soil investigation /bathymetry survey and also develop designs and drawings of floating jetties incl all necessary chain mooring system in conformity with the specifications and standards laid down in the scope of works and Technical specifications.. Contractor will get these checked by a proof consultant who is to be appointed with the approval of the Authority. The design and drawings would be reviewed by Authority's consultant, to ensure that they conform to the scope of the project and stability of the structure, as well as the prescribed standards and specifications. Design stability will be whole responsibility of the Contractor not withstanding any approval of the Engineer**

2. Timelines

- (a) The Contract duration for the entire scope of work for design, construction, supply, installation, testing and commissioning of 4 jetties and gangways for providing floating terminal facilities as detailed out in this clause shall be 6 months (six Months) in Mandovi River (NW-68) & Chapora River NW 25 from the signing of the agreement to this effect.
- (b) The Contractor shall submit a detailed work plan indicating the timelines for main and miscellaneous activities to the EIC for approval.
- (c) The Contractor, in the course of the work, after deliberations with the EIC, shall agree and incorporate the necessary changes in within timelines. The Contractor shall get the macro and micro level activity plan and methodology statement(s) approved by the EIC.
- (d) The Contractor shall abide with the timelines in the Work Plan.
- (e) No idle time charges on any account shall be paid to the contractor during the contract period.

3. Milestones

- 31. The Contractor shall carry out design, construction, supply, install, test and commission four floating jetties and gangways for providing floating terminal within a period of six months till satisfaction of engineer in charge and handing over the completed facility to owner's representative.
- 32. The contractor, within 15 days from the Letter of award, should submit detailed Schedule of activities including procurement and fabrication schedule, supply and testing schedule, installation and commissioning schedule, method statements, QC Manual including all data and reporting formats, for comment from EIC and should include all comments and observations to get the same approved by EIC.
- 33. The Contractor shall during the execution of works adhere to the Project Milestone set forth for the works on monthly basis so as to ensure the completion of Works within the stipulated duration.

Project Milestones	Time(T) (in weeks from the date of Letter of Award)
Submission of final design (approved by authorized classification agency) and methodology	To- T 2 weeks
Supplying of units of floats	To—T6 weeks
Installation of gangway including provision of appropriate foundation with required facility.	To-T 16 weeks
Installation of pontoon along with all accessories	To –T 18 weeks
Testing, commissioning, trial and handing over of pontoons for providing floating terminal facilities and gangway.	To –T22 weeks
Satisfactory final delivery of pontoons with the certification of inspection authority.	T22 –T 24 weeks
defect liability period	12 months after final delivery and taking over

3 It may be noted that the milestones defined above are for the complete scope of the work. The Contractor shall ensure to adopt all necessary means during execution of works to achieve all the milestones.

4. Deliverables and Payment Schedule

The Contractor shall submit stage wise Bills for performing the works, from the Date of Commencement of Work, which will be verified by the Engineer-in-charge subject to deductions as applicable, and other recoveries, if any.

41. Subject to any deduction, and other recoveries if any and addition authorized by and to the other provisions of this contract, Employer shall pay to the contractor for the design, building, equipment, testing and delivery at specified destination, for the floating jetties and for all other works, matters, things and obligations to be executed, done, supplied and performed by the contractor under this contract.
42. The total Contract Price payable under the Contract shall be stipulated in the Letter of Award and thereupon shall become part of this Contract and be paid in accordance with the terms ref. 6.5 hereon. The price quoted will squarely and totally include all the charges to be paid to the contractor by the Employer
43. Total Contract Price shall be firm and fixed and shall not be subject to any escalation or Price adjustment during the period of the Contract..
44. The Contractor shall submit Running Account Bills (RA Bills) on or before the milestone dates fixed by Engineer-In-Charge (EIC) for the quantity and/or work executed with respect to the work progress requirements. The Contractor shall be paid as per the RA Bills submitted for the work done within one month from submission of correct claim of bill. The contractor will submit the RA Bill in triplicate accompanied

with 3 sets of supporting documents. Subject to deduction and other changes authorized by and to the other provisions of this contract, Employer shall pay to the contractor for the design, construction, supply, installation, testing and commissioning of the Concrete Floating pontoon and the gangway, at specified destination, for the floating jetties including all other works, matters, things and obligations to the executed, done, supplied and performed by the contractor under this contract , as specified by the time and manner with respect to the contract price..

4.5. **Stages of Payment**

- 4.5.1 10 % after submission of design and approval of Final design Soil investigation, bathymetry before commencement of Manufacturing.
- 4.5.2 20% of bid value after manufacturing of pontoons/gangways chain and anchorage system and all necessary accessories and ready for transportation to site.
- 4.5.3 30% of bid value when pontoons, gangway ,chain anchorage system, landing platform are delivered to site.
- 4.5.4 40% of the bid value upon completion of successful installation of concrete floating jetties /pontoons, gangways, chain and anchorage ,all accessories and testing commissioning as per approved design.

5. Manpower

The Contractor shall deploy the manpower and mention the experience summary as tabulated below during the construction stage:

Sr. No.	Position / Role	No.	Remarks
1	Site In-charge / Manager	2	
2	Structural Design Engineer	1	
3	Fabrication Engineer	1	
4	Electrical Engineer	1	
5	Surveyor	1	
6	Supervisors	2	
8	Labourer		As required

Note:

- (a) The above list need not be exhaustive. The Contractor shall however undertake that all the time required number of personnel necessary for efficient execution of contract and as required by applicable law
- (b) The number of personnel mentioned is indicative as may be required for the Works. The Contractor shall engage persons with necessary qualification / experience during the entire period of the Contract.
- (c) The list of all the personnel engaged in the Contract will be given to EIC before commencement of work. Personnel will be changed only after approval of EIC.
- (d) During A.M.C. period minimum one site in charge and adequate labour be provided and the cost is to be indicated in PART B.

6. Equipment

61. The Contractor shall have the pontoon fabrication facility along with all necessary equipment to carry out the work, such as cutting, grinding, blasting, painting, welding etc. The contractor shall provide required list of owned / hired equipment which are to be used for the work.

Sr. No.	Equipment type and characteristics				Minimum number required
	Equipment	make	Rated Capacity	Max. Age (Years)	
1					
2					
3					
4					
5					
6					

7. Organization

The selected Contractor shall depute well-qualified officers/team having sufficient experience in execution of similar works as indicated in this Tender Document. If the progress of work is found unsatisfactory during the currency of the contract, Contractor/Bidder shall promptly mobilize additional personnel/resources for ensuring satisfactory progress and timely completion of the proposed work, as per direction of and satisfaction of Engineer-In-Charge under the contract without extra cost to Mormugao Port Trust..

8. Duties & Responsibilities of the Contractor

81. The primary responsibility of the Contractor is to undertake design, construction, supply, installation, testing and commissioning of 3nos Floating Jetties & Gangways for providing floating terminal facilities in river Mandovi & 1 no on River Chapora, as per terms and conditions of this tender and directions of EIC during the entire period of the contract. Correction of Defects

If any defects including workmanship of pontoons, structure, machineries or any other part of the structure appear within twelve (12) Months of taking over certificate, the owner shall give notice to the contractor of any defect before the end of the defects liability period which begins at completion, and is for Twelve (12) Months thereafter. The defects liability shall be extended for as long as defects remain to be corrected.

When the notice regarding the defect is given, the contractor shall correct the notified defect at his own cost within the length of time specified by the owner in notice issued by him. If the contractor is in default, the Employer shall cause the same to be made good by other workmen and deduct the expense from any sum that may be due to the contractor.

If the contractor has not corrected a defect, to the satisfaction of the engineer-in-charge, within the time specified in the notice, the Employer will assess the cost of having the defect corrected and the contractor will pay this amount.

9. Supervision and Monitoring

91. Monitoring shall be undertaken by the employer, this shall be done by the representative of the Chief Engineer –Mormugao Port Trust or an appointed supervision consultant or EIC (engineer in charge). Any supervision and monitoring shall not relieve the contractor from his contractual obligations. Including his duty of quality control, survey and all such factors.

92. SCOPE OF SERVICES, DRAWINGS, DESCRIPTION OF SPECIFICATIONS AND TENTATIVE QUANTITIES

Design,Construction,Supply,installation,testing and commissioning of prefabricated Concrete Jetties inclusive of all service, connection details and service outlets.

- a. Site works including temporary landing platform approaches, anchors and termination of services & connectivity to service providers.
- b. Position floating concrete pontoon jetties with all finishes and services as per specifications.
- c. All approvals other than statutory approvals will be part of Agency's scope
- d. Supply of 5 sets of hard copies of working drawings for approval before commencement of work.

e) DETAILED DESCRIPTION OF SPECIFICATIONS AND TENTATIVE QUANTITIES.

II.	Description	Nos.
1	<p>Supply and installation of R.C.C ENCAPSULATED POLYSTYRENE CORE FLOATING PONTOONS with the following specifications:</p> <p>a) Surface dimension of pontoon to be 12m x 3m</p> <p>b) Unloaded freeboard of 0.5m.</p> <p>c) The concrete to be M45 grade and the reinforcement corrosion resistant steel (CRS).TMT FE500</p> <p>d) All connecting parts and all cast-in components to be in stainless steel.</p> <p>e) Two nos. utility ducts to be provided on each longer side of the pontoon.</p> <p>f) Required Designed of 5 ton or above pull force mooring bollards in stainless steel (SS 316) to be connected at 4m spacing along both berthing sides of each pontoon.</p> <p>g) 150mm 'D' rubber fender with aluminium bar inserts to be provided continuous along both longer sides of the pontoon. These fenders will be connected to the pontoon by cast-in stainless steel sockets.</p> <p>h) Pontoon deck to be plain concrete with anti-slip finish.</p> <p>i) Required designed Net deck capacity</p> <p>j) Design life, under normal operating conditions, of at least 30 years with minimum maintenance.</p> <p>k) All formwork, tying of steel, curing, labour, materials, tools & plant etc complete.</p> <p>l) Min.cement content to <u>be 400 kg/m³</u>.</p> <p>m) The pontoon shall be fixed with mooring chains inclusive of anchoring in soil/bed rock.</p> <p>n) Using stainless steel S.S. bolting system/ adapter to link pontoons together with all necessary jointing connections.</p> <p>The underside of the expanded Polystyrene to have a flexible Poly urea or similar coating applied before casting concrete. The Poly Urea should protect the Polystyrene from attack of marine flora and fauna.</p> <p>Note: Use of RMC will be permitted. However design mix is to be approved by the engineer.</p>	24nos
2.	<p>Supplying and fixing SS 316 in position twin posts bollards of 5T or above SWL capacity fixed to SS cast-in sockets. All labour, materials, tools & plant etc. complete.</p>	58 nos
3.	<p>Supply and installation of SERVICE PEDESTAL of approved brand/make with the following specifications:</p> <p>a) Low height, heavy-duty Aluminum / GRP shell.</p> <p>b) Services to include supply of electricity, fresh water and illumination.</p> <p>c) Fitted with 4 x 16A and 2 x 32A 220v sockets, LED top light and water hose on hook (at the rear).</p> <p>d) All cabling and water piping up to shore supply points adjacent head of the gangway (supply points to be provided by client).</p> <p>e) All labour, materials, tools & plant etc. complete.</p>	15 nos
4.	<p>Supply and installation of SOS. PEDESTAL of approved make/brand with</p>	8 nos

	<p>the following specifications:</p> <p>a) Low height, heavy-duty Aluminium / GRP shell.</p> <p>b) Provided with life buoy with 10m floating throwing line, first aid kit, 6 kg dry powder fire extinguisher and top light.</p> <p>c) All cabling up to a shore supply point adjacent head of the gangway (supply points to be provided by client).</p> <p>d) All labour, materials , tools & plant etc complete.</p>	
5.	<p>Supply and installation of approved length ALUMINIUM GANGWAY (Warren Truss type) with the following specifications:</p> <p>a) The dimensions of the gangway to be appx. 1.5m wide.</p> <p>b) Material to be marine grade 6082 alloy/ Aluminium corrosion resistant.</p> <p>c) FRP anti skid grating of approved design to be provided on the walking area of the gangway.</p> <p>d) Suitable arrangement in stainless steel to be provided for attaching gangway at the jetty approach.</p> <p>e) Hot dipped galvanized safety chain with eye to be provided.</p> <p>f) Landing pontoon to take the weight of the gangway. The part of the gangway that rests on the pontoon to have high density nylon rollers and these rollers will rest on stainless steel sliding/transition plate including hinges,</p> <p>g) It should be sufficient to meet the load details of pontoon with heavy duty S.S. pivots to allow 3 axis of rotation with rounded corner square Aluminium tubing handrail.</p> <p>h) Load carrying capacity shall be as per required design above 5 KN/m².</p> <p>i) Min. concentrated load shall be as per design above 4 KN/m².</p> <p>j) All labour, materials, tools & plant etc complete.</p> <p>Note: The cost of dismantling of existing balustrade including making good the existing pillars shall not be paid extra.</p>	70 RM
6.	<p>Providing and fixing a double fixed solar powered LED navigation light of IMO approved design fixed on a 3.00m high GI pole on concrete including providing ss fixing arrangements. All labour, materials, tools & plant etc complete.</p>	20 NOS
8	<p>Supplying & installation of 150mm D type rubber fender of Lion or equivalent EPDM rubber connected SS bolts at 500mm spacing to SS cast-in sockets on the concrete pontoon. All labour, materials , tools & plant etc complete.</p>	882 RM
9	<p>Carrying out Soil investigation study and Hydrographic survey at relevant locations and obtaining Environmental data like wind speeds, tidal water current, tidal effect high flood level ,type of river bed, soil data, water draft./depth, etc as required for design purpose.</p>	4 NOS
10	<p>Providing adequate Anchoring system using Steel Chain of Gr 30 and above as chain mooring system with sinker and anchor for the anchoring of the floating pontoons.</p>	
11.	<p>Fabricating, supplying & installation of stainless steel straight railing of height 1.10 m from the finished floor level of AISI SS 316 grade as specified below:</p> <p>a) Handrail: 2 " outer diameter 2 mm thk tubes SS 316 grade. B) Vertical post: placed at every 1 metre 1 1/2 " square tubes 3 mm thk SS 316 grade. c) Mid rail: 2 nos of 1 " outer diameter 2 mm thick tubes SS 316 grade. d) SS base plate 2 nos of 1 " outer dia 2 mm thk. tubes SS 316 grade. e) Fixing stainless steel anchor fasteners of size M10x100 mm by drilling holes in existing floor & fixing with Lockfix/Lockset or equivalent compound. The railing should be of glossy finish and includes all labour, material, tools, plant, equipment and other associated requirements. etc.</p>	650 RM
12	<p>Supplying Wheeled Heavy Duty Garbage Bins of Sintex or equivalent make ,</p>	12

	Din EN 840 certified of 100% virgin HDPE stong material, UV stabilized, heat resistant, crack resistant of approved shade with reinforced lids. All labour, materials , tools & plant etc complete.	NOS
13.	Supplying porta cabin (deluxe model) 180 x180 cmsappx.usingMS tubular pipes with epoxy coating, BWP Marine Grade Plyboard 12mm thick with aluminium/pvc floor resting on wheels, BWP Marine Grade Ply Board 6mm thick for walls, double slant roof with aluminium/galvalium top insulated from inside, three glass window on each side , sitting arrangement with cupboard, telephone rack, door with peep window, textured painting of approved shade and make, fire resistant and which can withstand high velocity wind. All transport, labour, materials, tools & plant etc complete.	4 NOS
14	Annual Maintenance Contract which includes Maintenance to be provided after defect liability period for a period of 10 years (ten years) for & maintenance of all the FLOATING JETTIES provided including replacement/repairs/ painting etc. for safety and serviceability of floating pontoons (Note: 1.All consumables in AMC will be reimbursed as per actual by MPT on the recommendation of COP. 2.All payments AMC. will be paid In ten equal instalments at the end of each year.	10 years Ten years after defect s liability period.
15	Supplying portable (deluxe model) toilet with all modern facilities of size 120 x120 x 240cms appx. , 225 litres capacity appx., not less than 85 kgs in weight using moulded polyethylene or equivalent UV stabilized modular material, ergonomically designed exterior preferably of twin sheet construction, door with locking arrangement, EUROPEAN W.C.with flush tank all accessories,coat hooks, dispenser, toilet roll designed for easy removal, All transport, labour, materials, tools & plant etc complete.	4 NOS
16.	Supplying ACP (3mm) boards with Vinyl high grade reflective (Nikolit), including printing and pasting on ACP board including cost of transportation and fixing at site as directed. All transport, labour, materials , tools & plant etc complete. Board size- 1ft x 1/2 ft in size or as directed.	300SQ FT.
17	Supplying ACP (3mm) boards with Vinyl high grade reflective (Nikolit), including printing and pasting on ACP board including providing brackets for support of M.S. angle 30x30x5mm and vertical C-type channel of size 70x30mm and 9ft long including painting the angles and channel with primer coat of zinc chromite and one coat of synthetic enamel paint etc., including cost of transportation and fixing at site as directed. All transport, labour, materials , tools & plant etccomplete.Board size- 3 ft x2 ft in size.	5 NOS
18	Removal of bilge water and sewage reception facility and disposal of effluent by installing ON EACH JETTY LOCATION -piping and pumping system including installation of containment tanks of P.V.C."Sintex" or other approved make.,capacity 2000 litres that have to be installed at necessary location with proper concrete/ steel pedestal at adequate lines and levels, Tank should have proper system to dispose of collected effluent waste into tankers, and which can withstand high velocity wind in the area of approved colour, design and make/brand.This shall meet relevant standards	4 nos
19	Providing Life jackets Life buoys and fire extinguisher systems as per Safety Standards on the Pontoons.	

MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT.
TENDER NO CE/ 33(R1) / 2018

Design, Construction, Supply, installation, testing and commissioning of 3Nos of Floating Jetties on River Mandovi NW(68) & 1 no on River Chapora(NW 25) on EPC basis"

PART II – TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF FLOATING PONTOONS/ADVANTAGES:

- No permanent construction is required. The floating jetty and their moorings are considered to be temporary in nature because they can be removed within the course of a few hours or days.
- Environmental impact is negligible because there is no heavy construction on the seabed/riverbed, there is minimal obstruction to water flow, and minimal effect on the flora and fauna.
- Because a floating jetty rises and falls with the tide, its free board remains constant and so embarkation and disembarkation to/from boats is easy and safe.
- The cost of floating jetty is much less than that of fixed jetty and the construction period is a matter of only months.
- A concrete floating jetty has very low maintenance cost.

Principal characteristics of the pontoons suggested for this project :

- Length : 12 metres
- Width : 3 metres
- Freeboard : 0.50 to 0.70 metre minimum.
- Connections : Adequate for the environmental conditions.

AIMS AND OBJECTIVES OF DESIGN:

1. Functional berthing (this means that the pontoons must provide safe and convenient berthing for the vessel)
2. Resistance to environmental conditions, the main ones being :
 - Wave forces
 - Wind loadings
 - Current
 - Live loading on the deck
 - Vessel impact
 - Temperature
 - High Humidity.
3. Water absorption of 3% or less in the EPS (expanded polystyrene) Flotation, and protection of the EPS from attack by marine flora and fauna.
4. Minimal surface cracking of the concrete.
5. Zero corrosion of the steel reinforcement.
6. 30+ year fatigue life of the pontoon to pontoon connections.
7. Resistance to fire adequate to allow evacuation.

8. Anti slip deck surface for safety of personnel.
9. Use of other corrosion free material where required.

Basic features of the floating PONTOONS:

- a. Fully reinforced concrete structure with CRS reinforcement.
- b. Bottom protection.
- c. Pontoon to pontoon connection to be simple and needing minimal maintenance. and shall allow pontoons to be linked to each other.
- d. Concrete admixtures to minimize cracking
- e. High-capacity bollards that directly transmits the mooring forces through the main load bearing structure to the mooring system.
- f. Standard concrete mix shall be 45 N/mm².

Eco friendly concrete floating pontoon jetties are for the following projects:

- **Floating jetty Opposite Dempo House, Panaji (Mandovi River)**
- **Extension of COP jetty at Panaji (Mandovi River)**
- **Extension of COP jetty at Old Goa (Mandovi River)**
- **River Chapora.**
(Refer Location Plan enclosed)

CHARACTERISTICS OF CONCRETE PONTOONS:

- Net deck capacity to be excess of 4kN/m².as per design requirement
- The pontoons are to be monolithic and have sufficient strength. The pontoon should also acts as a wave attenuator/floating breakwater.
- The pontoon should meet standards, such as Det Norske Veritas Lloyds ABS etc. The reinforced concrete design should meet EU standards for maritime structures. Reinforcement to be corrosion resistant steel and polypropylene fibers; the latter are mixed into the concrete to minimize cracking.
- The underside of the flotation material to have a flexible poly urea or similar coating applied before casting of the concrete. The poly urea should protect the flotation material from attack of marine flora and fauna.
- 100mm diameter ducts to be cast-in-beneath the deck to run utilities, safely out of the site. For heavy utility requirements, easy to access top-opening ducts can be used instead.

MAINTENANCE OF JETTIES.

Broad items to be considered in AMC period are as under.

Compared to a fixed jetty, the whole-life cost of a concrete pontoon jetties is very low because :

- The capital cost is rather less.
- The service life is long
- The operation and maintenance expense is low.

The jetties require very little maintenance as detailed below:

- Weekly –
- Concrete deck should be regularly washed down to maintain a clean appearance
- The fenders should be checked for damage.
- The navigation lights should be checked
- The gangway should be checked.

- Yearly –
- The connecting bolts and rubber should be checked.
- The mooring chains should be adjusted by a few centimetres so that any wear at the bell mouth and stopping off point is distributed.
- Every 1 years the chains should be inspected by an engineer / diver.

PONTOONS (Technical data):

- Concrete strength: minimum 45 N/mm². (Use of admixtures permitted)
- Exposure class according to European EN 206-1 standards.
- Core : expanded polystyrene, density 15Kg/m³.
- Reinforcement partly or fully Corrosion resistant steel or other approved firms of/corrosion resistant steel.
- Optional accessories: timber or wood composite deck, fixing rails, finger fixing system, cable ducts, service channels.

DESIGN CONCERNS:

Tenderer should submit final design and general arrangement layout/arrangement drawing showing installation of floating/finger jetties, approaches, Landing platforms, gangways.

The following parameters have to be necessarily complied for submitting Final Design of Floating concrete Pontoons.

1. Vessel dimension considered for design of floating concrete pontoon.
2. Loads considered in Detail,
3. Flood Velocity considered.
4. Water level variation & its return period considered.
5. Berthing Force and Mooring Force considered in the Calculation sheet.
6. Type and arrangement of Chain anchor mooring proposed in the form of calculation sheet.
7. Buoyancy calculation
8. Damaged stability of Pontoons.
9. Relative motion of Pontoon under all probable loads
10. Bathymetry considered for design of pontoons.
11. Prototype testing details worked out for Indian and Similar conditions globally
12. The pontoons shall have to be designed to cater to berthing of vessels of size LOA 22.00 Mts, Beam 4 to 5 mts, draft 1.80 mts.
13. Dead load is to be considered including weight of pier, cleats, fenders, water facilities, fire extinguishing systems, electrical cabling, lights, fuel dispensers, drainage outlet and pumps.
14. Water level variation and sea bed profile to be considered for proposed jetties
15. Buoyancy to be considered as per size of pontoon
16. Relative motion of Pontoon in cross Current to be considered.
17. Bathymetry at 4 locations to be done.
18. Live Load as per design consideration for pontoon
19. Free board, wind Current and berthing velocity with draft to be considered.
20. Berthing and Mooring force to be considered
21. Type of arrangement of Mooring Chain/ be finalized.
22. Design life of the jetty should be 30 years.
23. The slope of the walkway shall be true and level and shall normally not exceed a maximum 1:3 slope in low tide.
24. Horizontal loading conditions should take into consideration the impact of the vessel movement considering speed of 0.5m/sec. or above as per data and at an inclination of 10 deg. to the docks.
25. Current load to be allowed for based on V max for the site.
26. Wind load to be calculated using “Tobiasson” and the V max for the site.
27. All bolts, fasteners and cleats to be of stainless steel only of SS grade 316.
28. All railings to be of SS grade 316.

29.Ramps and gangways to be designed with golf cart wheels and designed also keeping in mind the loads together with wear plates placed at the bottom.

Approvals required: (Will be obtained by the Client) if required.

Approval of IWAI

Approval by Captain of Ports (CoP)

Approval by Coastal Regulation Zone (CRZ) by COP

Approval by Environmental Impact Assessment (EIA) by COP

Any other approvals, if required.

SCHEDULE OF TECHNICAL REQUIREMENTS (SOTR) FOR FLOATING JETTY SYSTEMS FOR VESSEL UPTO ABOUT 22 mts LENGTH OVERALL (LOA).

To achieve the best combination of utilization, durability, sea worthiness, safety and low maintenance, plus the ability to be mover/re-located (if ever required), floating jetties shall meet the following specifications:

Sl.No.	Specification	Remarks
1.	The jetty shall be constructed of reinforced concrete.	
2.	The deck of the jetty shall be plan concrete with anti-slip finish	
4.	A minimum of 4 Numbers under deck utility ducts shall be provided along each side of the jetty as directed	Ducts shall be designed for housing pipelines and pumping systems to handle reception facilities for bilge water and sewage and utilities like power cables, water lines, etc.
5.	All connecting parts and all cast-in components shall be of stainless steel	
6.	5 tons or more mooring bollards directly connected to the main structure of the jetty and suitable for ropes upto 24mm diameter shall be provided at no more than 4m spacing along both sides of the jetty. These shall be manufactured from hot-dipped galvanized steel, cast aluminium alloy, or stainless steel	
7.	150mm D-rubber grey fenders with aluminium bar insert shall be provided along both sides of the jetty and this shall be directly connected to the main structure of the jetty via cast-in-stainless steel sockets.	
8.	A double fixed, solar powered LED navigation light shall be fixed in a 2.5m high pole at the outer end of the jetty	
9.	The jetty shall be accessed by a gangway of internal clear width at least 1.5m constructed of marine grade aluminium and fitted with anti-slip decking and having nylon rollers resting on stainless steel running plates on the deck of the jetty.	

10.	The jetty shall be held in position by either steel chain of Grade 30 or better. In the case of the mooring lines shall not impede the movement of the boats or anchorage system.	
11.	The jetty shall be designed to withstand, everyday wave height from any direction and an occasional design (i.e storm) wave height of 0.6m from any direction.	
12.	The jetty shall have a demonstrable design life under normal operating conditions of at least 30 years with minimum maintenance	
13.	The jetty shall have an unloaded freeboard in the range 0.5m to 0.7m	
14.	The length and width dimensions specified for each jetty are normal ones and the supplier may offer his proprietary products having slightly different dimensions.	
15.	The jetty system shall hold accreditations from national and/or internationally recognized classification authorities.	

Details of all designs and specifications of the pontoons and all their component parts shall be submitted for approval of EIC

The proposed jetty units and the mooring system shall have a proven international track record of sustaining in similar or harsher environmental conditions.

Any Chain- mooring system that is proposed shall have a proven, successful, international track record of sustaining in similar or harsher conditions.

Note: The Annual Maintenance Contract period for all floating pontoons and all facilities shall be 10 years after Defect Liability period of one Year .The AMC shall be certified by and looked after by Captain Of Ports. Panjim.for 10 years.

2. TECHNICAL SPECIFICATIONS

The contractor shall mobilise required resources so as to ensure completion within the stipulated period of 6 months.

Setting up the equipment to the exact location , shifting of concrete pontoons and setting up of temporary platform to facilitate all activities related to installation of the pontoon location shall be an approved construction methodology. The shifting and setting of the equipment should ensure the concrete pontoons at given location are fixed within the permissible tolerance of location and control of alignment

2.1 General

The contractor shall furnish materials, labour and equipment necessary for execution of the works in accordance with the following section and applicable Drawings.

2.2 Standard

Construction and testing of the installation shall be carried out in accordance with the relevant codes as specified or as directed.

2.3 Methods of construction

The contractor must furnish to the engineer along with the tender, a detailed method of construction he intends to adopt for the work together with the programme of construction as Proforma 2 along with entire work methodology.

2.4 Control of Alignment

The pontoons shall be installed as accurately as possible to suit local conditions.. The Contractor shall be entirely responsible for ensuring that the pontoons are placed in position and to required depth and verticality as specified by relevant IS code. Any damaged pontoon shall be replaced at no extra cost.

2.5 Laboratory Tests

All the laboratory test results should be submitted for all materials incorporated in the work. The client if required may request the Contractor to conduct any additional tests as he may feel is essential to confirm to requirements. The costs of such tests should be entirely borne by the contractor.

2.5 Storage of materials

Reinforcing bars shall be stored at site on timber or concrete supports suitably spaced and of sufficient height to keep steel clear of the ground and shall be protected from rusting. The reinforcing steel shall be stored separately section wise Cement shall be stored in a sealed room and adopting best practices as per manufacturer's specifications.

2.6 Welding

All welding shall be carried out as per the relevant code. The Contractor shall employ only competent welders capable of maintaining high standards of welding.

2.7 Steel Reinforcement

Steel reinforcing bars for provided in the reinforced concrete shall be Thermo-mechanically treated (TMT) Fe 500 from TISCO or SAIL confirming IS:1786-1985 specification.

2.8 Concrete

All materials shall as far as possible be of Indian origin and confirm to the latest edition including amendments of the Indian Standards Specification issued by Indian Standards Institution of India. Standards issued elsewhere may be used only if approved by the Engineer and for those materials only for which appropriate Indian Standards do not exist.

Aggregates

2.8.1 Standards

Aggregate shall comply with the requirements of IS:383 "Concrete and Fine Aggregate from Natural Sources for Concrete".

2.8.2 Quality

The aggregate shall be hard, strong, angular, durable, clean and free from any adherent coatings or other deleterious matter and shall be obtained from an approved source. Aggregates which are chemically reactive with alkalis of cement shall not be used. Aggregates which are not clean shall be washed in clean fresh water to the satisfaction of the Engineer.

2.8.3 Testing

All aggregates shall be subject to inspection and testing. Sampling and testing shall be carried out in accordance with IS:2386 (Part I to Part VIII) "Methods of Test for Aggregates for Concrete".

2.8.4 Fine Aggregates for Structural Concrete

The grading of the fine aggregate for reinforced concrete shall be within the limits of grading zones I and II as defined in Table 4 of IS:383 "Coarse and Fine Aggregate from Natural Resources for Concrete". Fine aggregate for use of concrete shall be washed if ordered by Engineer before shifting to the floating platform or where it will be actually used.

2.8.5 Coarse Aggregates for reinforced concrete shall consist of gravel or broken stones free from flat laminated or elongated pieces and shall be within the limits of the relative grading in IS:383 Table II. Unless otherwise specified in the drawings, all coarse aggregates in reinforced concrete shall be graded aggregates of 20mm nominal size and down.

2.8.6 Storage of Site

Aggregates shall be stored at the site on clean, well paved and drained areas which are not liable to flooding. The various sizes and types of aggregates shall be well separated and the layout and sitting of the storage areas shall be submitted to the Engineer for approval prior to the starting of construction.

2.8.7 Rejected Material

Any aggregate brought to the Site which is not approved by the Engineer shall not be utilised in the work and should be immediately removed from the Site.

Cement

2.8.8 Standards

Generally, Portland Slag cement complying with the requirements of IS:455-1976 of approved brand shall be used in all works.

2.8.9 Delivery

The Contractor shall advise the Engineer of receipt of each delivery and shall forward to him the manufacturer's certificate together with the invoice stating the quantity delivered, the name and address of the manufacturer.

2.8.10 Tests after Delivery

The Engineer will make such tests and analyses as he may consider necessary and as required by IS:455 -1976 on each consignment of cement brought on Site. If such tests should lead to rejection of the consignment, they shall not use in the works and the contractor shall forthwith remove the entire consignment from the Site. The costs of taking delivery of and consequently removing such rejected cement shall be borne by the contractor.

Notwithstanding any previous tests, should the Engineer, at any time, deem any lot of cement damaged or questionable in any respect, it shall be segregated and removed from the Site and replaced by the contractor at his own expense.

2.8.11 Contractor's Responsibility

From the time that a consignment is delivered to the contractor and tested and approved by the Engineer until such time as the cement is used in the works, the contractor shall be responsible for keeping the same in sound and acceptable condition. Any cement, which deteriorates while in the stock and is rejected as unsuitable by the Engineer shall be removed from the Site and replaced by the Contractor at his own expense.

2.8.12 Stock of Cement

In order to ensure due progress, the contractor shall at all times maintain on the Site at least such a stock of cement as the Engineer may from time to time consider necessary. No cement shall be used upon the works until the Engineer has accepted it as satisfactory.

2.8.13 Storage of Cement

Cement in bags shall be unloaded under cover and stored in a perfectly watertight and well ventilated building having floor raised not less than 30 cm. from the ground. An air space shall be left between the floor and the bottom layer of the bags. Each consignment shall be stacked separately therein to permit easy access for inspection and a record shall be kept so that each consignment may be identified by a serial number and date of delivery. Cement shall be issued from the store in the order in which it is received on Site, commencing with the consignment, which has been in the store for the longest period of time. The proper record of consumption and receipt of cement shall be maintained and should be available for inspection and at all time

Water

2.8.14 Water from approved source:

Clean fresh water only shall be used for mixing all concrete, grout and mortar. The water shall be free from any deleterious matter in solution or in suspension and be obtained from an approved source. If the agency procures the water from outside agency the test certificate should be produced periodically to the satisfaction of the Engineer.

Admixtures for concrete

2.8.15 Approval

Admixture to the concrete shall not be used without the written consent of the Engineer. When permitted, the contractor shall furnish full details from the manufacturer and shall carry out such tests as the Engineer may require before any admixture is used in the work.

Concreting in the should be in accordance to the provisions laid down in the IS code IS 456 – 2000.

Minimum cement content shall be 400 Kg/cu.m. or as per the mix design in accordance with IS:10262-1982 published by the ISI, whichever is more.

The maximum cement content in the concrete mixes shall be subject to the approval of the Engineer.

3.0 Qualified Personnel & Authorisation to pour

A fully qualified and experienced concrete quality control Engineer shall be employed by the contractor and shall be available on site at all times when concreting is taking place. Prior to commencement of the concreting work the Contractor should make a detailed Concrete Pour card and Check list and obtain the necessary clearance from the Engineer in charge posted at Site.

Notice for each concrete pour shall be given by the contractor to the Engineer well in advance. Concreting shall be undertaken only after receiving due authorization from the Engineer.

3.1 Designed Proportion

The contractor shall make calculations and carry out all the necessary tests to determine for the class of concrete the proportion by weight of cement aggregate and water and approved admixtures necessary to produce concrete in accordance with the foregoing table, prior to commencement of works. The contractor shall submit to the Engineer for approval the following:

1. The proportion of cement, coarse aggregate, fine aggregate and water so determined.
2. The sieve analysis of aggregates which he proposed to use in the works.
3. Full details of preliminary tests on each class of concrete, and on the ingredients of each class of concrete.
4. All the calculations relevant to the design of each class of concrete mix.

3.1.1 Declared Proportions

When the proportions are submitted to the Engineer which he considers will produce concrete

having the properties required by the foregoing table and elsewhere in the specifications, such properties shall be known as the declared proportions but no agreement by the Engineer to such declared proportions shall relieve the Contractor of any of his responsibilities to use in the works at all times only concrete having properties as laid down in the foregoing table and elsewhere in the specifications and in all respects satisfactory to the Engineer.

3.1.2 No Deviation from Declared Proportions

No deviation from declared proportions would be allowed unless and until the Engineer shall give his written authorization for the adoption of revised proportions for any class of concrete; this provision shall also apply to any revised proportions so authorized.

3.2. Inspection and Testing

As the work progresses, inspection of cement, aggregate, reinforcing steel and testing of the concrete strength will be done by the Engineer. The contractor's concrete plant and material stores shall be made accessible to the Engineer at all times for inspection and taking samples. The contractor shall facilitate in all possible ways the inspection and testing of samples by the Engineer. Labour shall be provided by the Contractor for testing.

3.2.1 Test Cubes

Test cubes shall be made in accordance with IS:516 "Methods for Tests for strength of Concrete", except that all test cubes unless otherwise ordered by the Engineer shall be compacted by vibration. Test cubes shall be cured and stored as provided in IS:516 "Test Cubes shall be stored under the same conditions as the units to which they relate".

3.2.2 Work Tests

Not less than 6 cubes shall be taken at each section of the work and/or each day's work on each class of concrete. For the purpose of these specifications "Section" of the work shall be defined by the Engineer.

3.2.3 Concrete Testing

All sampling and testing of concrete shall be carried out in accordance with IS:1199 "Method of Sampling and Analysis of Concrete" unless otherwise specifically provided in the Specification.

3.2.4 Testing

Three out of each batch of six cubes will be tested by the Engineer for crushing strength and weight at seven days and the remainder at 28 days or at such other time as the Engineer may determine.

3.3 Testing Laboratory

The contractor shall arrange to carry out testing through any reputed testing laboratory including such assistance as may be necessary. However random testing through a government approved laboratory such as GEC/PWD shall be compulsory as directed by the Engineer. The laboratory shall be equipped to carry out all routine tests on concrete as per relevant Indian Standard. The reports shall be submitted to the Engineer.

3.3.1 Cost

The cost of providing field testing/laboratory testing, all sampling materials, test cubes and all preliminary testing and works tests including transportation whatsoever shall be borne by the contractor.

3.4 Measurement of Ingredients

The proportioning of ingredients and concrete for batch of concrete shall be performed by an approved weigh batching machine. Water shall be fed into the mixer from a tank provided with means for adjusting the flow of water so as to supply the quantity determined for each class of concrete. Due allowance shall be made for the weight of water carried by the aggregates, the actual amount added at the mixer being reduced as necessary. For this purpose the moisture content of coarse and fine aggregates shall be ascertained daily and at any other times when alteration of the moisture content may be expected due to new deliveries of aggregates, inclement weather or any other reason.

3.5 Mixing

Before beginning a run of concrete all hardened concrete and foreign materials shall be removed from inner surface of mixing and conveying equipment. All conveyances, buggies, barrows shall be thoroughly cleaned at frequent intervals during placing of concrete. Concrete shall be thoroughly mixed to uniform consistency in approved type of pan or drum mixer. The use of continuous mixer will not be allowed. If the contractor finds expedient to use small type mixers for special or outlying portions of the work rather than to supply from the main batching plant or plants, he may, subject to the approval of the Engineer, use smaller approved concrete producing units of the weigh batch type. In such case the mix shall be adjusted to whole bags of cement and no splitting of bags will be allowed. The time allowed for the mixing shall be as laid down in the foregoing table or as directed by the Engineer.

3.6 Discharge from Mixer

The concrete shall be discharged from the mixer on to a level, clean watertight platform or floor into water containers. The area surrounding the mixer shall be paved and kept clean.

3.7 Transporting of Concrete

The concrete shall be transported from the mixer to its place in the works as rapidly as possible and in such a manner that there shall be no separation or loss of its ingredients. In no circumstances shall more than half an hour elapse between the time water is added to the mix and the time when the concrete is finally compacted in position. No concrete shall be permitted to be used in the works after initial set has taken place. The use of concrete distributing chutes at an angle of more than 45 degrees from the horizontal will not be permitted without the sanction of the Engineer.

3.8 Deposition of Concrete

The arrangements for depositing concrete shall be subject to the approval of the Engineer. In no case shall concrete be dropped or thrown from a height of more than 2 meters. Concreting of all members shall be carried out in one continuous operation to the full depth of the member and the sequence of placing shall be arranged as to avoid disturbance of partially set concrete. The concrete shall be deposited as close to its final position as practicable in order to prevent segregation.

Freshly laid concrete shall not be wheeled over or otherwise disturbed. When depositing concrete adjacent to a construction joint special care shall be taken not to disturb the dowels or other reinforcing bars projecting from the existing concrete.

Not more than half an hour should elapse between the placing of successive layers of concrete in any portion of the slipform. This is to insure that each pour is thoroughly worked into and made homogeneous with the preceding pour.

3.9 Compaction of Concrete

The contractor shall agitate the placed concrete thoroughly into place by means of a sufficient number of approved needle type mechanical vibrators of adequate power and having a frequency of not less than 6000 impulses per minute. The vibrator shall be allowed to sink freely of its own weight until it enters the previous lift. It shall be withdrawn immediately at the same rate and used at a new location. Concrete once vibrated shall not be vibrated again. The contractor shall ensure that the concrete is thoroughly worked around the reinforcement and against external shutters so that all entrained air is expelled and the concrete surface when exposed, is found good and free from air pockets, honey-combing or other defects. Re-tampering of concrete or mortar which has partially hardened shall not be permitted.

3.10 Curing

All concrete shall be protected during hardening phase from the harmful effects of sunshine, moisture and drying winds. All exposed faces of concrete shall be kept continuously moist for a period of minimum of 10 days.

In the case of slabs or other pours of large surface area, timber frames, designed to the approval of the Engineer, and covered with two thicknesses of damp Hessian shall be placed over the concrete for minimum of 10 days, thereafter concrete shall be kept continuously damp by spraying the cover with clean fresh water or by covering it with not less than 25mm thickness of sand and kept continuously damp or by ponding where practicable. In very hot weather, precaution shall be taken to see that temperature of wet concrete does not exceed 38^o C while placing.

3.11 Shuttering/Formwork

General

All shuttering and supports included under the contract shall be designed by the contractor and relevant drawings together with calculations for strength and deflection shall be submitted to the Engineer for approval before commencement of the work. The concrete item should be inclusive of cost of shuttering / sacrificial shuttering as required. No payment will be separately made for providing shuttering.

Form shall be true to shape lines and dimensions of the concrete work. The contractor shall fix all the work in perfect alignment, securely braced so as to be able to withstand without appreciable displacement, deflection or movement of any kind. All the joints should be water tight to prevent leakage of cement slurry from the concrete. Wedges and clamps are to be used wherever practicable.

Before concreting is commenced the inside of the shuttering shall be treated with a coating of approved substance to obviate adhesion and where necessary to prevent absorption from the concrete. The shutters should be thoroughly wetted before concreting is commenced.

Forms or shutters shall not be disturbed until the concrete has sufficiently hardened.

Any damage resulting from premature removal of shutters or from any other cause shall be made good by contractor at his own cost.

Contractor shall study the drawing and site condition and assess the requirement of sacrificial shuttering for the sections and quote accordingly for the item including the cost of sacrificial shuttering wherever necessary.

3.12.1 Concrete Below specified strength

Should the test cubes fail to meet the minimum specified crushing strength or class of concrete, the Engineer may take one of the following decisions:

- a) Instruct the contractor to carry out such additional tests and/or works to ensure the soundness of the structure at the Contractor's expense.
- b) The Engineer may accept the work. Any decision to accept the work shall be entirely at the discretion of the Engineer who may take a reduction in the rate of the appropriate item and recommend the same to the Owner.
- c) Reject the work and instruct that the section of the works to which the failed cubes relate shall be cut out and replaced at the contractor's expense.

3.13.1 Faulty Work

Concrete defective from any cause whatsoever shall if so directed by the Engineer be cut out and the work reconstructed at the contractor's cost. Concrete thus cut out shall not be used again. No reconstruction or repairs to faulty work shall be done without the permission of the Engineer, and in such a manner as he shall direct or approve.

4.0 Pre-cast Concrete

4.1 General

The requirement of the clauses relating to concrete and reinforced concrete shall be observed in the case of pre-cast concrete work so far as they are applicable, as well as the following requirements relating to the pre-cast concrete work, in particular.

4.2 Pre-casting Yard

The pre-cast units shall be cast on, or their shutters supported from a suitably prepared level, unyielding paved area.

4.3 Shuttering

Shuttering shall be strongly constructed, closely jointed and smooth and shall be such as to ensure true sharp arise and a perfect surface. Shutters are to be so designed that they can be taken apart and reassembled readily.

4.4 Casting Tolerance

Casting tolerances, unless otherwise ordered or directed, shall be within 3 mm of true dimensions. Deflection due to prestress shall be allowed for while checking dimensions.

4.5 Striking Shutters

The method and time after casting of units and of striking the side shutters shall be subject to approval of the Engineer. In the event of any damage resulting from premature removal of shutters or from any other cause, the unit or units concerned will be liable to rejection and to replacement by the contractor at his own cost.

4.6 Curing

The top and sides of all pre-cast units shall be kept covered in a damp condition for at minimum of 10 days after cast or for such periods as the Engineer may decide.

4.7 Lifting and stacking

Lifting and stacking of pre-cast units shall be undertaken without causing shock, vibration or undue stress to or in the units. Pre-cast units shall not be lifted, transported or used in the works until they are sufficiently matured; the crushing test on the test cubes which are to be kept with the pre-cast units will be used to assess the maturity of the units. The contractor shall satisfy the Engineer that the methods he proposes for lifting, transporting and setting pre-cast units will not overstress or damage the units in any way. In the event of over stresses or damage due to whatever cause, the unit or units concerned will be liable to rejection and if so rejected shall be immediately broken up and removed from the Site. The contractor shall replace such rejected units at his own cost.

4.8 Marking

The contractor shall ensure that all pre-cast units are properly marked in clean and legible manner with the reference number and the date of casting, which information shall be clearly visible where the units are stacked. Reinforced pre-cast members shall be clearly marked to indicate the top face.

4.9 Pre-casting Records

Full and accurate records are to be maintained of all pre-cast work. Every unit shall have a reference number. Date of cast, date of removal from bed and date and position of placing shall be recorded together with test cube results.

5.0 Cost of Delay

The Contractor shall be deemed to have allowed in the construction programme the time required for testing. No claim shall be entertained for any delay due to the testing programme.

6.0 Providing and fixing 5T capacity M.S Bollards

Bollards shall be fabricated of M.S plates to the size shape and design as shown in the Drawings.

Bollards shall be fixed in a manner and position as shown in the drawing.

7.0 FENDERS

Providing and fixing D-Type rubber Dock fenders of approx ,size 300 x 150 x1000 mm long standard rubber fenders

The material used for fenders shall be vulcanized or of synthetic rubber or a mixer of both having high quality sufficient resilience anti aging weather resistant and wear resistant properties to meet all normal service conditions. The material shall be homogenous without any defective impurities, spares, cracks, etc., in accordance with ASTM and JIS standard with requirements before aging and after aging.

7.1 Accessories

The materials for fenders accessories shall generally confirm to the following requirements

Bolts, nuts and washers shall be stainless steel or AISI – 316 or equivalent.

The material for resin anchor shall be to the following physical properties:

Tensile strength (23 deg Celsius) – min 300 kg/sq.cm ASTM 638 Water absorption weight change – max 3 %

Chemical resistance to 10 % NaCl – Max 1% (weight change)

Elongation (23 deg. Celsius) – 20 % ASTM 638

The fenders and resin anchors shall be tested at an approved laboratory and test results shall be submitted to the Engineer.

7.2 Other accessories

i) Supplying and fixing in position the aluminium bridges sufficient to meet the load details of pontoon with heavy duty sliding wheels and stainless steel sliding plate.

Item to be inclusive of aluminium hand rails for gangway, inclusive of rollers/pin joints, anchors, nuts, bolts, washers, etc and antiskid treated polished F.R.P Floor floor.

ii) Supplying and fixing in position 300mm long SS 316 cleats

iii) Supplying and fixing in position 5 tons capacity or more as per design twin post mooring bollards of SS 316 GRADE.

All specifications for the above should be as per the relevant latest I.S codes where applicable and as indicated in the drawing. Rate to include all labour, material and other associated requirements. etc.

SECTION - VII: GENERAL CONDITIONS OF CONTRACT

1) **GENERAL PROVISIONS**

1.1 **Definitions**

- 1.1.1 **Employer** **Employer** means the Board of Mormugao Port Trust..
- 1.1.2 **Authority/ Department/ Owner** **“Authority/ Department/ Owner”** shall mean the Chairman, Mormugao Port Trust , invites tenders on behalf of IWAI and include therein-legal representatives, successors and assigns.
- 1.1.3 **Chief Engineer (Engineer)** **Chief Engineer** means the Chief Engineer of Mormugao Port.
- 1.1.4 **Contractor** **Contractor** means the successful Bidder who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the Contractor’s successors, executors, representatives approved by the Engineer-in-charge.
- 1.1.5 **Contractor's Representative** **"Contractor's Representative"** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.
- 1.1.6 **Employer's Personnel** **"Employer's Personnel"** means the Engineer, the assistants and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
- 1.1.7 **Contractor's Personnel** **"Contractor's Personnel"** means the Contractor's Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.
- 1.1.8 **Engineer-In-Charge/Engineer** **Engineer-In-Charge (EIC) or Engineer** means the Employer's personnel authorized to direct, supervise and be in-charge of the works on behalf of the Employer.
- 1.1.9 **“Subcontractor”** **“Subcontractor”** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted by the Contractor with the consent of the EIC and the legal successors in title to such person, but not any assignee of any such person.
- 1.1.10 **Engineer-in-charge representative/assistant** **Engineer-in-charge representative/assistant** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- 1.1.11 **"Contract"** **"Contract"** means the Contract Agreement, the Letter of Award, the Form of Tender, the Conditions (GCC & SCC), the ToR, the Specifications, the Drawings, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Award.
- 1.1.12 **“Specification”** **“Specification”** means the technical specifications and special

		conditions of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.
1.1.13	Party	Party means either the employer or the contractor as the case may be and “parties” means both of them.
1.1.14	Commencement Date	"Commencement Date" means the date notified under clause 8.1 of GCC.
1.1.15	Time for Completion	"Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 8.6 of GCC) calculated from the Commencement Date.
1.1.16	Day	"Day" means a calendar day and "Year" means 365 days.
1.1.17	GCC	"GCC" means the General Conditions of Contract.
1.1.18	SCC	"SCC" means the Special Conditions of Contract.
1.1.19	Work Order	"Work Order" means a letter from the Authority conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
1.1.20	Letter of Award	"Letter of Award" means the formal letter issued by the employer to successful bidder to notify award of contract and shall specify including other terms and conditions, total contract price in consideration of execution & completion of works and the remedying of any defect therein by the contractor in accordance with the terms and conditions of the contract.
1.1.21	Bill of Quantities	"Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
1.1.22	Tests on Completion	"Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Employer.
1.1.23	Interim Completion Certificate	"Interim Completion certificate" means a certificate issued on completion of work.
1.1.24	Final Completion Certificate	"Final Completion Certificate" means a certificate issued after completion of work as per the SOW
1.1.25	Contract Price	"Contract Price" means the price as specified in the letter of award subject to additions and adjustments thereto or deductions there from as may be made pursuant to the contract.
1.1.26	Cost	"Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
1.1.27	Accepted contract Amount	"Accepted contract Amount" means the amount accepted in the Letter of Award for the execution and completion of the Works including remedying of any defects.
1.1.28	Final Payment	"Final Payment Certificate" means the payment certificate

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- 1.1.29 **Certificate Goods** issued under Sub-Clause 14.10 of GCC. "**Goods**" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.30 **Contractor's Equipment** "**Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.31 **Site** "**Site**" means the places where the Permanent Works are to be executed and to which Plant and materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.32 **Permanent Works** "**Permanent Works**" means the permanent works to be executed by the Contractor under the Contract.
- 1.1.33 **Temporary Works** "**Temporary Works**" means all temporary works of every kind (other than contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.34 **Applicable Law** "**Applicable Law**" means the laws and any other instruments having the force of law in India for the time being.
- 1.1.35 **Approval** "**Approval**" means consent by the employer in writing
- 1.1.36 **Drawings** "**Drawing**" means the drawings and plans specified in the specifications: The expression "Work" means all the works specified or set forth and required in and by the said specifications, drawing and schedule or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawing and schedule) and also in such additional instructions and drawings not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the owner.

1.2 Interpretations

- 1.2.1 Where the contract so requires, words imparting the singular only shall also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and viceversa.
- 1.2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation of construction thereof of the contract.
- 1.2.3 Wherever in the Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words "notify", "certify" or "determine" shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

1.3 **Law and Language**

The Contract shall be governed by the law of the country (Indian Law).

The language for communications shall be English as stated in SCC.

1.4 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The contract Agreement (if completed),
- b) The Letter of Award/ Firm workorder
- c) Special conditions of contract
- d) The priced bill of Quantities
- e) General conditions of contract
- f) The Drawings and Annexures.
- g) The Technical Specification
- h) Post bid correspondences and any other document forming part of contract.

If any ambiguity or discrepancy is found in the documents, the EMPLOYER/ENGINEER shall be the sole authority to issue any necessary clarification or instruction in this regard.

1.5 **Contract Agreement**

The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Award, unless they agree otherwise. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Bidder.

1.6 **Assignment/sub-contracting**

The Contractor shall not assign the whole or any part of the work to any other Party/Firm/Individual without prior written consent of the Employer.

1.7 **Employer's Use of Contractor's Documents**

- a) The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, four copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor. Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the EMPLOYER/ENGINEER six copies of each of the Contractor's Documents.
- b) The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times. If a Party becomes aware of an error or defect of a technical nature in a document, which was prepared for use in executing the

Works, the Party shall promptly give notice to the other Party of such error or defect.

- c) As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other project documents made by/or on behalf of the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free Licence to copy, use and Communicate the Contractor's Documents, including making and using modifications of them for the same work or other works under Mormugao Port Trust

This Licence shall:

- 1) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- 2) Entitle any person in authorized possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works,
- 3) In the case of Contractor's Documents, which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.8 Contractor's use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.9 Disclosure of Confidential Details

The Contractor shall disclose all such confidential and other information as EMPLOYER may reasonably require in order to verifying the Contractor's compliance With the Contract.

1.10 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws.

Unless otherwise:

- a) the Employer shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent works, and any other permissions described in the Specification as having been (or being) obtained by the Employer; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

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- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals for his equipment and manpower as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

1.11 **Joint and Several Liability**

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons/ companies

- a) these persons/ companies shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- b) these persons/ companies shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons/ companies shall provide a parent company guarantee as a part of bid submission.
- c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.12 **Contract Details to be Confidential**

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without written approval of the Employer.

2) **Employer**

2.1 Employer's responsibility

The Employer shall ensure that the work carried out by the Contractor on the Site with:

- (a) full regard to the safety of all persons entitled to be upon the Site, and
- (b) keep the Site in an orderly state appropriate to the avoidance of danger to such persons.

If under Clause 4.29 and 4.30 the Employer shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.

2.2 Employer's Risks

The Employer's risks are, in so far as they directly affect the execution of the Works in the country where the permanent works are to be executed:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (b) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works,
 - (f) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
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- (g) any operation of the forces of nature (insofar as it occurs on the Site) that an experienced contractor:
 - (h) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against such loss or damage.

2.3 Right of Access to the Site

The Employer shall give the Contractor right of access to and possession of, all parts of the Site within the time (or times) stated in the SCC. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received

If no such time is stated in the SCC, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as may be required to enable the Contractor to proceed in accordance with the programme submitted. The same shall be handed over to the employer

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the EMPLOYER/ ENGINEER and shall be entitled to

- a. an extension of time for any such delay, if completion is or will be delayed
- b. Payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the EMPLOYER/ENGINEER shall proceed to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time Cost or profit.

2.4 Permits, Licenses or Approvals

The Employer shall (where he is in a position to do so) provide reasonable assistance to facilitate the Contractor at the request of the Contractor but without holding any liability to do so towards the contractor:

- a. by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- b. for the Contractor's applications for any permits, Licences or approvals required by the Laws of the Country;
- c. for the delivery of Goods, including clearance through customs, and
- d. for the export of Contractors Equipment when it is removed from the Site.

All cost related to obtaining of such permits, licenses and approvals shall be borne by the contractor.

2.5 Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, the Employer or the

Employer shall give notice and particulars to the Contractor. However, notice is not required for payments due. The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances giving rise to the claim.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. Employer shall then proceed in accordance with the amount (if any) which the Employer is entitled to be paid by the Contractor. This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor.

3 Engineer / Engineer-in-charge /EIC

3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out his duties. The Engineer shall have no authority to amend the Contract. The Engineer shall have the following roles and responsibilities.

3.1.1 The Engineer shall carry out the duties specified in the Contract.

3.1.2 The Engineer may exercise the authority specified in or necessarily to be implied from the Contract. However, he should obtain the specific approval of the Employer before exercising any such authority; particulars of such requirements are as follows:-

3.1.2.1 consenting to the sub-contracting of any part of the Works under Clause 5;

3.1.2.2 certifying additional cost determined under Clause 4.7;

3.1.2.3 determining an extension of time under sub clause 8.6, 8.7 and 8.8 of Clause 8;

3.1.2.4 issuing a variation under sub clause 12.1 and 12.2 of clause 12, except:

(i) in an emergency situation, as reasonably determined by the Engineer; or

(ii) if such variation would increase or decrease the quantity of allied items by less than the percentage permitted as per SCC or;

3.1.2.5 Fixing rates or prices under sub clause 12.3, 12.4 and 12.5 of clause 12.

Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

3.1.2.6 Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

3.2 Engineer's Representative

The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 3.3.

3.3 Engineer's Authority to Delegate

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:

- (a) Any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof, and
- (b) If the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

3.4 Appointment of Assistants

The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub-Clause 3.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

3.5 Instructions in Writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.

3.6 Engineer to Act Impartially

Wherever, under the Contract, the Engineer is required to exercise his discretion by:

- (a) Giving his decision, opinion or consent,
- (b) Expressing his satisfaction or approval,
- (c) Determining value, or
- (d) Otherwise taking action which may affect the rights and obligations of the Employer or the Contractor

He shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 15.3.1.

3.7 Engineer at liberty to object

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

4 Contractor

4.1 Contractor's General Responsibilities

The Contractor shall, with due care and diligence, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The

Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The Contractor shall give prompt notice to the Engineer, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.

4.2 Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.

4.3 Contract Agreement

431 The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Employer, in the form annexed to these Conditions with such modification as may be necessary. The Parties shall enter into a Contract Agreement within 21 days after the date of issue of the Letter of Award.

432 The Contractor shall be furnished free of charge certified true copy of the contract document.

433 A copy of the Contract Document furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site in good condition and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting officers of the Authority.

434 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

4.4 Performance Guarantee and Retention Money.

441 Performance Guarantee

4.4.1.1 The contractor shall be required to **deposit an amount equal to 5%** of the contract value of the work as performance guarantee in the form of irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed within 21 days of the issue of the work order/LOA. The performance guarantee shall be issued by a scheduled or nationalized bank in India.

4.4.1.2 On commencement of AMC period and before the return of Security deposit by MPT, the vendor shall deposit a Bank Guarantee @ 5% of contract price on yearly basis to MPT. The B.G. shall be validated each successive year

4.4.1.3 Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 20 percent of the portion of the Contract Price, the Contractor, at the Engineer's written request, shall promptly increase the value of the performance security proportionately and furnish additional performance security, if any, arising out of provisions mentioned herein. The cost of complying with the requirements of this clause shall be borne by the contractor.

4.4.1.4 The Performance Guarantee shall be valid three months beyond the defect liability

period until the Contractor has executed & completed the Works, remedied any defects therein in accordance with the Contract. No claim shall be made against such security and such security shall be returned to the Contractor within 21 days after completion of Defect Liability Period. In case the extension of time for completion with or without LD , the contractor shall get the validity of the performance guarantee extended to cover such extension of time of the guarantee.

4.4.2 RETENTION MONEY

4.4.2.1 A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to Retention money restricted to 5% of the contract value of work. The earnest money deposited in the form of Bank guarantee shall be returned to the contractor after receiving the Performance Bank Guarantee.

4.4.2.2 The total Security deposit of 10 % of contract value shall remain with Mormugao Port Trust till the completion of the defects liability period , provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.

4.4.2.3 No interest will be paid on security deposit.

4.4.2.4 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE" in the prescribed form, Mormugao Port Trust shall refund the security deposit to the contractor after deduction of cost and expenses that the Authority may have incurred and other money including all losses and damages which the Authority is entitled to recover from the Contractor.

4.4.2.5 In case of delay in the progress of work, the Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the security deposit and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.

4.4.2.6 All compensation or other sums of money payable by the contractor under the terms of the contract under terms of contract or any other contract or any other account whatsoever may be.

deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the contractor by the Authority on any account whatsoever. Also in the event of the contractor's security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

4.4.2.7 In case the contractor fails to commence the work or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, Mormugao Port Trust at its own discretion may en-cash the Bank Guarantee furnished as performance guarantee and /or recover the sum from his security deposit.

4.5 Inspection of Site

The Employer shall have made available to the Contractor, before the submission by the Contractor of the Tender, such available data on hydrological and hydrographical, results of rock testing, surface soil testing, bore hole data at the proposed terminal locations, as have been obtained by or on behalf of the Employer from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof.

The Contractor acknowledges that it has inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to:

- a) The form and nature thereof, including the sub-surface conditions,
- b) The hydrological, hydrographical and climatic conditions,
- c) The extent and nature of work and materials necessary for the execution and completion of the works and the remedying of any defects therein, and
- d) The means of access to the site and the accommodation he may require,
- e) Power, water, fuel and other supplies he may require
- f) The infrastructure for transportation of men and material along the project corridor
- g) Market rates of the items in the working country
- h) Medical facilities and
- i) General safety & security of project area and
- j) The Laws, procedures and labour practices of the Country

and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender. The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination, all as aforementioned.

4.6 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and , all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.

4.7 Unforeseeable Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic, sea, river conditions on the Site, such obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine

- a. Any extension of time to which the Contractor is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8, and
- b. The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

4.8 Work to be in Accordance with Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his Representatives or Assistants)

4.9 Contractor's Programme

- 4.9.1 The Contractor shall, within the time stated in the SCC, after the date of issue of the Letter of Award, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

4.9.2 Revised Programme

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 4.9.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

4.9.3 Cash Flow Estimate to be submitted

The Contractor shall, within the time stated in the SCC, after the signing of Agreement, provide to the Engineer for his information a detailed 3 months rolling cash flow, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

4.9.4 Contractor not relieved of Duties or Responsibilities

The submission to and consent by the Engineer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

4.10 Contractor's Superintendence

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorised representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Engineer.

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

4.11 Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein

- (a) only such technical personnel as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

4.12 Setting out

The Contractor shall be responsible for:

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
- (b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.

4.13 Safety and Security

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

4.14 Electricity, Water and Gas

The Contractor shall be responsible for the provision of all power, water and other services he may require for his execution of the Works.

4.15 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the permissible / acceptable values, and shall not exceed the values prescribed by applicable Laws. The Contractor is required to establish and operate with suitably qualified personnel a system for monitoring the environmental factors that may be directly impacted by the Works and make available such records for inspection of Engineer or duly authorized representatives of Government of the country in which Works are executed as and when so required.

4.16 Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Completion certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer. Provided that:

- (a) if the Engineer issues a Completion certificate for any Section or part of the Permanent Works, the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Completion certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the maintenance
- (c) period until such outstanding Works have been completed pursuant to Clause 10.

4.17 Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub- Clause 2.2, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or

damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 11.

4.18 Loss or Damage Due to Employer's Risks

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 2.2, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 12.3, 12.4 and 12.5 and shall notify the Contractor accordingly, with a copy to the Employer. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

4.19 Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 20.7.

4.20 Fossils

The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging all fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site. The Contractor immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under sub-clause 8.6, 8.7 and 8.8 of clause 8, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

4.21 Patent Rights

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

4.22 CopyRight

The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party indemnity of the employer.

4.23 Royalties

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works as per governing laws.

4.24 Interference with Traffic and Adjoining Properties

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.

4.25 Avoidance of Damage to Roads and navigation aids, temporary structure/permanent structure.

The Contractor shall use every reasonable means to prevent any of the roads or bridge jetties, wharfs or river channels, temporary berths for inland vessels, communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges, jetties, or other structures. However, if any claim arises regarding damage, maintenance/repairs/reconstruction/replacement would be contractor's liability.

4.26 Transport of Contractor's Equipment or Temporary Works

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges, jetties, wharfs or altering or improving any road or river channels, temporary berths for inland vessels, communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge or other structures caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage, the costs of which are deemed to be included in the contract price. The Contractor shall be responsible for packing, loading, transporting,

receiving, unloading, storing and protecting all Goods and other things required for the Works

4.27 Transport of Materials or Plant

If, notwithstanding Sub-Clause 4.25, any damage occurs to any bridge or road or structure jetties, wharfs or river channels, temporary berths for communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. In such cases the Contractor shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Employer in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-Clause 4.25, and the Contractor fails to take adequate steps to settle any claims arising, the Engineer will be at liberty to negotiate with such claimant and pay for damages which shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. The Contractor shall give the Employer not less than 21 days' notice of the date on which any Equipment, Plant or a major item of other Goods will be delivered to the Site;

4.28 Waterborne Traffic

Where the nature of the Works is such as to require the use by the Contractor of waterborne transport, the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

4.29 Opportunities for Other Contractors

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the Employer and their workmen
- (b) the workmen of the Employer, and
- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.

4.30 Facilities for Other Contractors

If however, pursuant to Sub-Clause 4.29 the Contractor shall, on the written request of the Engineer:

- (a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible,
- (b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or

- (c) provide any other service of whatsoever nature for any such, the Engineer shall determine an addition to the Contract Price in accordance with Clauses 12.3,12.4 and 12.5 and shall notify the Contractor accordingly, with a copy to the Employer.

4.31 Contractor to Keep Site Clear

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose off any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

4.32 Clearance of Site on Completion

Prior to the issue of any Completion certificate the Contractor shall clear away and remove from that part of the Site to which such Completion certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the maintenance period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the maintenance period.

4.33 Language Ability of Superintending Staff

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the local language of the Site and English language , or the Contractor shall have available on site at all times a sufficient number of competent interpreters to ensure the proper transmission of instructions and information.

4.34 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the country of the Employer and the country/place where the Work is executed.

4.35 Boreholes and Exploratory Excavation

In respect of Works which the Contractor is required to execute, install and construct to the requirements of Employer, any boreholes or exploratory excavation that may be required to be undertaken before commencement or during execution of Works will have to be carried out by the Contractor at no extra cost.

4.36 Contractor's Equipment, Temporary Works and Materials

4.36.1 Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles, floating crafts engaged in transportation of staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

4.36.2 Employer not Liable for Damage

The Employer shall not at any time be liable, as mentioned in Clauses 2.2, 4.16, 4.17, 4.18 and 13, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

4.36.3 Customs Clearance

The Employer will use his best endeavours in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works. The provisions contained in the Framework Agreement shall apply.

4.36.4 Re-export of Contractor's Equipment

In respect of any Contractor's Equipment which the Contractor has imported for the purposes of the Works, the Employer will use his best endeavours to assist the Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the removal thereof pursuant to the terms of the Contract and in accordance with the provisions contained in the Framework agreement.

4.36.5 Conditions of Hire of Contractor's Equipment

With a view to securing, in the event of termination under Clause 16, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not remove or withdraw any of such equipment, materials, temporary works or plant from the site without obtaining written permission to do so issued by the Engineer. Employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein, under the terms of the said Clause 16.

4.36.6 Costs for the Purpose of Clause 16

In the event of the Employer invoking provisions of sub clause 4.36.5, for the purpose of executing and completing the Works and the remedying of any defects therein for the purpose of clause 16, the costs thereof will be determined by the Engineer in consultation with the employer and same shall form the cost of executing and completing same as incomplete obligation and liability of the Contractor and notice to that effect will be issued to the Contractor by the Engineer.

4.36.7 Incorporation of Clause in Subcontracts

The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of sub clauses 4.36.5 and 4.36.6 in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor and employer shall be kept indemnified against any claim arising out of such subcontractor.

4.36.8 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) the Employer's Personnel,
- b) any other contractors employed by the Employer, and
- c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements, which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the EMPLOYER/ENGINEER in the time and manner stated in the Specification.

5 Assignment and Subcontracting

5.1 Assignment of Contract

The Contractor shall not, without the prior consent of the Employer (which consent shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or thereunder.

5.2 Subcontracting

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Employer conveyed through the Engineer. A subcontractor under the Contract must be a firm or person or entity that satisfies the relevant provisions of the Framework Agreement. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. The work sub-contracted shall not be more than 15% of the contract value. If the Engineer gives his consent to the contractor to subcontract part of the work and the value of such work is more than 10% of the contract amount, the sub-contractor shall have to submit all relevant documents, as stipulated in ITB of this tender document which in turn shall be evaluated to check the capacity/capability of the proposed sub-contractor to execute the work assigned to him. Failing to do so, the Engineer may, at his discretion, reject contractor's claim to subcontract the work to such sub-contractor.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) The provision of labour,
- (b) The purchase of materials which are in accordance with the standards specified in the Contract, or
- (c) The subcontracting of any part of the Works for which the Subcontractor is named in the original Contract.
- (d) Hire of work boats and crane barges whose purpose is merely to support installation of floating jetties.

In all other cases, the Contractor shall give the Employer not less than 14 days' notice of ;

- (a) The intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience,
- (b) The intended commencement of the Subcontractor's work, and
- (c) The intended commencement of the Subcontractor's work on the site.

5.3 Assignment of Subcontractors' Obligations

In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the maintenance period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

6 Staff & Labour

6.1 Engagement of Staff and Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. In engagement of labour, the provisions in that respect contained in the Framework Agreement shall be fully complied with by the Contractor.

6.2 Foreign staff, labour and Repatriation.

The Contractor may import to the country where Works are executed any personnel who are necessary for the execution of Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of all such persons as he recruited and employed for the purposes of or in connection with the contract and he shall maintain such persons as are to be so returned in a suitable manner until they shall have left the site.

6.3 Housing for Labour

Save insofar as the contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cookhouses, fire prevention and fire-fighting equipment, air conditioning, cookers, refrigerators, furniture and other requirements in connection with such accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps / housing provided by the Contractor shall be removed and the site reinstated to its original condition, all to the approval of the Engineer.

6.4 Health and Safety

Due precautions shall be taken by the contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical staff, first aid equipment and store, sick bay and suitable ambulance service to the maximum extent the site conditions permit, are available at the camps, housing and on the Site at all times throughout the period of the contract and that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

6.5 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of

malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried out at least once a year or as frequently as necessary or as instructed by the Engineer. The contractor shall warn his staff and labour of the dangers of hazardous flora and fauna within the project area.

6.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

6.7 Arms and ammunition

The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunitions of any kind, or allow Contractor's personnel to do so.

6.8 Fair Wages

The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act 1948 and Contract Labour (Regulation and Abolition) Act 1970 amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought in force from time to time.

In respect of labour directly or indirectly employed in the works, the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Engineer. The Engineer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.

The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors. Equal wages are to be paid for both men and women if the nature of work is same and similar.

6.9 Return of Labour and Contractor's Equipment

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Engineer may require.

6.10 Child labour

The contractor shall not engage children below the age of 14, directly or indirectly, for the execution of this contract. Contractor shall observe compliance to all the acts pertaining to child labour, health & safety and any other such laws existing in the Employer's country. If at any time children below the age of 14 are found to be engaged, directly or indirectly, by the contractor or his representatives, the contractor shall pay penalties imposed by concerned regulatory bodies for practicing child labour.

6.11 Removal of Contractor's men

The contractor shall employ for the execution of the works only such persons who are skilled and experienced in their respective trades and Engineer-in-charge shall be at liberty to object and to ask the contractor to remove from the works any persons employed by the contractor for the execution of the works who, in the opinion of the EIC, misconduct themselves or are incompetent or negligent in the proper performance of their duties. The contractor shall forthwith comply with such requisition and such persons shall not be again employed upon the works without the written permission of the EIC. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

6.12 Replacement of Key Personnel

The replacement of the key personnel shall only be on health grounds of the individual or if the personnel ceases to work for the contractor and is no longer an employee of the contractor. The contractor shall not replace any of the key personnel without the written consent of the Engineer-in-charge. In case Contractor engages in such activity i.e. replacement of key personnel with or without EICs consent, such action shall attract a deduction of 10% of the total amount from the running account bill. However, there shall be no deduction if the replacement is made on health grounds of the personnel. The contractor shall submit medical certificate of such personnel intended to be replaced on health grounds.

6.13 Labour laws

The Contractor shall also comply with the provisions of all Acts, Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as:

- i) Payment of Wages Act, 1936(Amended)
- ii) Minimum Wages Act, 1948 (Amended).
- iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv) Workmen Compensation Act, 1923 as amended by Amendment Act no.65 of 1976.
- v) Employer's Liability Act 1938 (Amended)
- vi) Maternity Benefit Act. 1961(Amended)
- vii) The Industrial Employment (Standing orders) Act 1946(Amended).
- viii) The Industrial Disputes Act. 1947(Amended)
- ix) Payment of Bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof:
- x) ESI Act 1948.
- xi) EPF Act 1952.
- xii) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made thereunder from time to time. The

Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The list is indicative only, otherwise the contractor should be aware of all the Acts/Labour Laws and should follow diligently on the work. The contractor shall be fully and personally responsible for the violation of any Act/Labour Law.

7 Materials, Plant and Workmanship

7.1 Quality of Materials, Plant and Workmanship

All materials, Plant and workmanship shall be:

- (a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and
- (b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.

The Contractor is encouraged, to the extent practicable and reasonable, to use materials, Contractor's Equipment, Plant, and supplies from sources within the country of the Employer and the country where Works are executed.

7.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

7.3 Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is:

- (a) clearly intended by or provided for in the Contract, or
- (b) particularised in the Contract (in cases of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

7.4 Cost of Tests not provided for

If any test required by the Engineer which is:

- (a) not provided for,
- (b) (in the cases above mentioned) not so particularised, or
- (c) (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Plant tested, shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause 7.5 shall apply.

7.5 Engineer's Determination where Tests not provided for

Where, pursuant to Sub-Clause 7.4, this Sub-Clause applies, the Engineer shall, after due consultation with the Contractor, determine any extension of time to which the Contractor is entitled under sub clause 8.6,8.7 and 8.8 of clause 8.

7.6 Inspection of Operations

The Engineer, and any person authorised by him, shall at all reasonable times have access to the Site and to all workshops and places where materials or Plant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

7.7 Inspection and Testing

The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer

to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

7.8 Rejection

If, at the time and place agreed in accordance with Sub-Clause 7.8, the materials or Plant are not ready for inspection or testing or if, as a result of the inspection testing referred to in this Clause, the Engineer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately. The notice shall state the Engineer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Engineer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Engineer by the repetition of the tests shall, after due consultation with the employer, be determined by the Engineer and shall be recoverable from the Contractor by the Employer and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the employer.

7.9 Independent Inspection

The Engineer may delegate inspection and testing of materials, Works or Plant to an independent inspector or inspecting agency of specialised competence, experience or accreditation in carrying out such inspection. Any such delegation shall be effected in accordance with Sub-Clause 3.4 and for this purpose such independent inspector shall be considered as an assistant of the Engineer.

7.10 Examination of Work before Covering up

No part of the Works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works which is about to be covered up or put out of view and to examine foundations before any part of the Works is placed thereon. The Contractor shall give notice to the Engineer whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works or of examining such foundations.

Uncovering and Making Openings

The Contractor shall uncover any part of the Works or make openings in or through

the same as the Engineer may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement of Sub-Clause 7.11 and is found to be executed in accordance with the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect of such of uncovering, making openings in or through, reinstating and making good the same, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer. In any other case all costs shall be borne by the Contractor.

7.11 Removal of Improper Work, Materials or Plant

The Engineer shall have authority to issue instructions from time to time, for:

- (a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract,
- (b) the substitution of proper and suitable materials or Plant, and
- (c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefor, of any work which, in respect of
 - (i) materials, Plant or workmanship, or
 - (ii) executed, installed by the Contractor or for which he is responsible, is not, in the opinion of the Engineer, in accordance with the Contract.

7.12 Default of Contractor in Compliance

In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

8 Commencement, delays and suspensions

8.1 Commencement of Works

The Contractor shall commence the Works within 7 days after the receipt of the Letter of Award. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay

8.2 Possession of Site and Access Thereto

As the Contract may prescribe:

- (a) the extent of portions of the Site of which the Contractor is to be given possession
- (b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the

Works shall be executed, the Employer will, with the Engineer's notice to commence the Works, give to the Contractor possession of

- (c) so much of the Site, and
- (d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 4.9, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer with a copy to the Employer, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.

8.3 Failure to Give Possession

If the Contractor suffers delay and / or incurs costs from failure on the part of the Employer to give possession and access in accordance with the terms of Sub-Clause 8.2, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8,

8.4 Rights of Way and Facilities

The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works

8.5 Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the SCC, shall be completed in accordance with the provisions of Clause 10, calculated from the Commencement Date, or such extended time as may be allowed under sub clause 8.6, 8.7 and 8.8 of clause 8.

8.6 Extension of Time for Completion

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

8.7 Contractor to Provide Notification and Detailed Particulars

Provided that the Engineer is not bound to make any determination unless the Contractor has

- (a) within 28 days after such event has first arisen notified the Engineer with a copy to the Employer, and
- (b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

8.8 Interim Determination of Extension

Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in Sub-Clause 8.7 (b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the Contractor of the determination, with a copy to the Employer. No final review shall result in a decrease of any extension of time already determined by the Engineer.

8.9 Restriction on Working Hours

Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night with approval of authority or on locally recognised days of rest without the consent of the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.

8.10 Progress Reports

Unless otherwise stated, the contractor shall prepare and submit the monthly progress reports concerning to the contract in such a form as may be required by the EIC on behalf of authority. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Completion certificate for the Works.

The submission, receipt or acceptance of such reports shall not prejudice the right of the owner under the contract, nor shall operate as a stopple against the owner merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

Each report shall include:

- (a) charts and detailed descriptions of progress, including each stage of execution, Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection, testing, commissioning and trial operation;

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- (b) photographs showing the status of manufacture and of progress on the Site;
 - (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - (i) commencement of manufacture,
 - (ii) Contractor's inspections,
 - (iii) tests, and
 - (iv) shipment and arrival at the Site;
 - (d) the details of Contractor's Personnel and Equipment deployed during the report period;
 - (e) list of Variations, and notices given, if any, under Sub-Clauses related to Employer's Claims and Contractor's Claims;
 - (f) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
 - (g) Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
 - (h) One month target to be taken up along with comments to catch up the slipped milestone/target.

8.11 Rate of Progress

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps.

8.12 Deduction of Liquidated Damages

In case the contractor does not complete the work in time, extension of time shall be given to the contractor to complete the work. It shall be at sole discretion of the Engineer who shall take all causes of delay into account, to provide extension of time withholding the liquidated damages accrued till the completion of commissioning of the Floating jetties and the gangway. The Engineer in consultation with employer may even release the accrued liquidated damages in case he finds the causes of delay were attributable to employer or to other reasons for which the contractor cannot be held accountable. The **deduction of Liquidated Damages attributable to contractor will be @ 0.50 % value of the work, per week of seven days delay, subject to ceiling of 5.00 % value of contract.**

8.13 Suspension of Work

The Contractor shall, on the instructions of the Employer communicated by the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is:

- (a) otherwise provided for in the Contract,
- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- (c) necessary by reason of climatic conditions on the Site, or
- (d) Necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 2.2), Sub-Clause 8.15 shall apply.

8.14 Engineer's Determination following Suspension,

Where, pursuant to Sub-Clause 8.14, this Sub-Clause applies the Engineer shall after due consultation with the Employer and the Contractor, determine

- (a) any extension of time to which the Contractor is entitled under sub clause 8.6, 8.7 and 8.8 of clause 8, and
- (b) the amount, if any, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension, and shall notify the Contractor accordingly, with a copy to the Employer.

8.15 Suspension lasting more than 90 Days

If the progress of the Works or any part thereof is suspended on the instructions of the Engineer and if permission to resume work is not given by the Engineer within a period of 90 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 8.14, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 12.1 and 12.2 where it affects the whole work as abandonment of contract by the employer.

Tests On Completion

9.1 Contractors obligation

Contractor shall carry out all tests as per requirement of this contract. No additional charges on any such account shall be payable by the Employer.

The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on completion. Unless otherwise agreed, Tests on completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Test

If the Contractor is prevented, for more than 14 days, from carrying out the survey on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works on the date when the survey on Completion would otherwise have been completed.

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the survey on Completion, the Contractor shall give notice to EMPLOYER / ENGINEER and shall be entitled.

- (a) an extension of time for any such delay, if completion is or will be delayed ,and
- (b) Payment of any such Cost plus reasonable profit, which shall be additional to the Contract Price.

After receiving this notice, ENGINEER / EMPLOYER shall proceed to agree or determine these matters.

9.3 Retesting

If the Works, or a Section, fail to pass the Tests on Completion, the Contractor may require the failed Tests, and Tests of Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Remedy Defects

If the Contractor fails to remedy any damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the damage by this notified date and this Remedial work was to be executed at the cost of the Contractor.

(a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall pay to the Employer the costs reasonably incurred by the Employer in remedying the damage;

(b) Require ENGINEER / EMPLOYER to agree or determine a reasonable reduction in the Contract Price.

10 Employer's Takingover

10.1 CompletionCertificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the maintenance period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Completion certificate in respect of the Works. The Engineers shall, within 21 days of the date of

delivery of such notice, either issue to the Contractor, with a copy to the Employer, a completion Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Completion certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects notified.

10.2 Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out in Sub-Clause 10.1, the Contractor may request and the Engineer shall issue a Completion certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the SCC,
- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or
- (c) any part of the Permanent Works which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).
- (d) Punch list of the rectifications to be issued by the Engineer to the contractor.

10.3 Substantial Completion of Parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Completion certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the maintenance period.

10.4 Approval only by Final Completion Certificate

Only the Final Completion Certificate, referred to in clause 10.5 and 10.6, shall be deemed to constitute final approval of works.

10.5 Final Completion Certificate

The Contract shall not be considered as completed until a Final Completion Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to, the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Final Completion Certificate shall be given by the Engineer within 28 days after the expiration of the Work Period.

10.6 Unfulfilled Obligations

Notwithstanding the issue of the Final Completion Certificate the Contractor and the Employer shall remain liable for the fulfilment of any obligation incurred under the

provisions of the Contract prior to the issue of the Final Completion Certificate which remains unperformed at the time such Final Completion Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

11 Measurement & omissions

11.1 Quantities

The quantities set out in the in scope of work are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor on EPC basis in fulfilment of his obligations under the Contract.

11.2 Work to be Measured

The Engineer, shall except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 14. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

11.3 Method of Measurement

The Works shall be measured net on EPC Basis, , notwithstanding any general or local custom, except where otherwise provided for in the Contract.

11.4 Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub-Clause 15.1, the Contractor shall submit to the Engineer, within 21 days after the receipt of the Letter of Award, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

11.5 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

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- (a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
 - (b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
 - (c) This cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to ENGINEER /EMPLOYER accordingly, with supporting particulars. Upon receiving this notice, ENGINEER / EMPLOYER shall to agree or determine this cost, which shall be included in the Contract Price.

12 Variations, adjustments and Additions

12.1 Variation

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or
- (f) Change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 12.3, 12.4 and 12.5. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

12.2 Instructions for Variations

The Contractor shall not make any such variation without an instruction of the Engineer.

12.3 Valuation of Variations

All variations referred to in Clause 12.1 & 12.2 and any additions to the Contract Price which are required to be determined in accordance with Clause 12.3, 12.4 and 12.5 (for the purposes of this Clause referred to as “varied work”), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between

the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer..

12.4 Power of Engineer to Fix Rates

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer.

Variations Exceeding 30 percent

The unit rate quoted by the Contractor shall remain unchanged for the quantities varying upto +/-30%.If, on the issue of the Completion Certificate for the whole of the Works, it is found that as a result of,

- (a) **all varied work valued under Sub-Clauses 12.3 and 12.4,and**
- (b) **all adjustments in the estimated quantities set out in the Bill of Quantities, excluding adjustments of price made under Clause22,**

but not from any other cause, there have been additions to or deductions from the Contract Price in excess of 20 per cent at variance with the Contract Price, then and in such event, after due consultation by the Engineer with the Employer and the Contractor, certain amount shall be added or subtracted from the contract price. The Engineer shall notify the Contractor of any determination made under this Sub- Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be at variance in excess of 20 per cent with the Contract Price.

13 Force Majeure

13.1 No Liability for ForceMajeure.

The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 13.2, whether by way of indemnity or otherwise, for or in respect of:

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- (a) Destruction of or damage to the Works, save to work condemned under the provisions of Clause 7.13 and 7.14 prior to the occurrence of any of the said special risks,
 - (b) Destruction of or damage to property, whether of the Employer or third parties, or
 - (c) Injury or loss of life.

13.2 ForceMajeure

The Force Majeure are:

- (a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 2.2, and
- (b) the risks defined under paragraph (b) of Sub-Clause 2.2 insofar as these relate to the country in which the Works are to be executed.

13.3 Damage to Works by Force Majeure

If the Works or any materials or Plant on or near or in transit to the Site, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:

- (a) Rectifying any such destruction or damage to the Works, and
- (b) Replacing or rectifying such materials or plant, and the Engineer shall determine an addition to the Contract Price in accordance with Clause 12.3, 12.4 & 12.5 and shall notify the Contractor accordingly, with a copy to the Employer.

13.4 Projectile, Missile

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munitions, or explosive of war, shall be deemed to be a consequence of the said special risks.

13.5 Increased Costs arising from Force Majeure

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall pay to the Contractor any costs of the execution of the Works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 7.12 & 7.13 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

13.6 Outbreak of War

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this Clause and Clause 15.3, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

13.7 Removal of Contractor's Equipment on Termination

If the Contract is terminated under the provisions of Sub-Clause 13.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

13.8 Payment if Contract Terminated

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- (a) The amounts payable in respect of any preliminary items referred to, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;
- (b) The cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;
- (c) A sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;
- (d) Any additional sum payable under the provisions of Sub-Clauses 13.3 and 13.5
- (e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 13.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and
- (f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of mobilization and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of the Contract. Any sums

payable under this Sub-Clause shall, after due consultation with the Employer and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Employer.

14 Certificates and Payment

14.1 Monthly Statements

The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer in accordance with Sub-Clause 4.10, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts expressed in Indian Rupees, to which the Contractor considers himself to be entitled up to the end of the month in respect of:

- (a) The value of the Works executed with reference to the contract
- (b) Any other items in the Bill of Quantities.
- (c) Any other sum to which the Contractor may be entitled under the Contract or otherwise.

14.2 Payments

14.3 Final Payment Certificate

Within 14 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 8.12 and 8.13, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

14.4 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Completion certificate in respect of the whole of the Works) in the Statement at Completion referred to in Sub-Clause 14.7.

14.5 Time for Payment

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 8.12 and 8.13, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Payment Certificate referred to in Sub-Clause 14.8, within 30 days, after such Final Payment Certificate has been delivered to the Employer..

15 Claims, provisional sum and Settlement of disputes

15.1 Claims

15.1.1 Notice of Claims

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, with a copy to the Employer, within 28 days after the event giving rise to the claim has first arisen.

15.1.2 Contemporary Records

Upon the happening of the event referred to in Sub-Clause 15.1.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer shall, on receipt of a notice under Sub-Clause 15.1.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

15.1.3 Substantiation of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 15.1.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Employer all accounts sent to the Engineer pursuant to this Sub-Clause.

15.1.4 Failure to Comply

If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 15.3.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clauses 15.1.2 and 15.1.3).

15.1.5 Payment of Claims

The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 14 such amount in respect of any claim as the Engineer, after due consultation with the Employer and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

15.2 Provisional Sums

15.2.1 Definition of “Provisional Sum”

“Provisional Sum” means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer.

15.2.2 Use of Provisional Sums

In respect of every Provisional Sum the Engineer shall have authority to issue instructions for the execution of work or for the supply of goods, materials, Plant, Labour or services by:

- (a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 12.3, 12.4 and 12.5, and

15.2.3 Production of Vouchers

The Contractor shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.

15.3 Settlement of Disputes

15.3.1 Engineer’s Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or expulsion or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to

the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the 30th day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the 30th day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 30 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 15.3.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the day specified hereabove, the said decision shall become final and binding upon the Employer and the Contractor.

15.3.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 15.3.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the 28th day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

15.3.3 Arbitration

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 15.3.1, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 15.3.2, shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
 - (i) Either of the parties may give to the other notice in writing of the existence of such question of dispute or difference with a copy to the Engineer within the time specified in clause 15.3.1.
 - (ii) Within twenty eight (28) days of receipt of such notice from either party the Engineer in Consultation with the Employer shall send to the contractor a panel of three persons and the contractor within twenty one (21) days of receipt of such panel communicate to the Engineer

and Employer the name of one of the persons from such panel and such person shall then be appointed a sole arbitrator by the Employer. However, the arbitrator so appointed shall not be an officer or the employee of the Employer or Engineer.

- (iii) Provided that if the contractor fails to communicate the selection of a name out of the panel so forwarded to him within the specified time, Employer shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- (iv) The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Employer shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which the predecessor left it.
- (v) The award of the arbitrator shall be final and binding. The arbitrator shall decide in what proportion the arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.
- (vi) The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- (vii) A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days after the issue of Final Completion Certificate, failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- (viii) Where the amount of claim is Rs.1,00,000 (INR One lakh only) and above the arbitrator shall give reasons for the award for each item of INR 75,000 (INR Seventy Five Thousand only) and more.
- (ix) The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the Employer shall be withheld on account of such proceedings except to the extent, which may be indispute.
- (x) The arbitration and conciliation act 1996 together with any statutory modifications or re-enactment thereof and the rules made thereunder for being enforce shall apply to the arbitration proceeding under this clause.

The Arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

The venue of the arbitration proceedings shall be at Goa. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

15.3.4 Laws governing the Contract

- i) The laws of India shall govern this contract.

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- ii) Irrespective of the place of Works, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award has been issued.
 - iii) Courts of the place from where the Letter of Award of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of contract.

15.3.5 Failure to Comply with Engineer's Decision

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 15.3.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 15.3.2. The provisions of Sub-Clauses 15.3.1 and 15.3.2 shall not apply to any such reference.

16 Termination by the Employer

16.1 Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 5.1, or has an execution levied on his goods, or if the Engineer certifies to the Employer, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract,
- (b) without reasonable excuse has failed
 - (i) to commence the Works in accordance with Sub-Clause 8.1 or
 - (ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 8.11,
- (c) has failed to comply with a notice issued pursuant to Sub-Clause 7.9 or an instruction issued pursuant to Sub-Clause 7.13 within 28 days after having received it,
- (d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or
- (e) has contravened Sub-Clause 5.2,

then the Employer may, after giving 14 days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby violating the Contract, or

releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved exclusively for the execution of the Works, under the provisions of the Contract, as he or they may think proper, and the Employer may, at any time, sell any of the said Contractor's Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor under the Contract.

16.2 Valuation at Date of Expulsion

The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- a) what amount (if any) had, at the time of such entry and expulsion, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
- (b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

16.3 Payment after Expulsion

If the Employer shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Maintenance Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

16.4 Assignment of Benefit of Agreement

Unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and expulsion referred to in Sub-Clause 16.1, assign to the Employer the benefit of any agreement for the supply of any goods materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

16.5 Corrupt or Fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 16 shall apply as if such expulsion had been made under Sub-Clause 16.1.

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Employer, Engineer or their representatives in the procurement process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

16.6 Urgent Remedial Work

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Maintenance Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Employer shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer. Provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof.

17 Design and drawings

17.1 Custody and Supply of Drawings and Documents

The approved drawings shall remain in the custody of the Engineer, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Employer or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Final completion Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

17.2 One Copy of Drawings to be kept on Site

One copy of the Drawings, provided to the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorised by the Engineer in writing.

17.3 Disruption of Progress

The Contractor shall give notice to the Engineer, with a copy to the Employer, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late. This shall not be applicable in the case of permanent works to be designed and engineered by the contractor, except with regard to its approval by the Engineer, if specified.

17.4 Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub Clause 18.3, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Employer and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under sub clause 8.6, 8.7 and 8.8, and

17.5 Supplementary Drawings and Instructions

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.

18 Insurance

All persons deployed for the work shall be insured by the Contractor at his cost and documentary evidence should be provided before commencement of the work. MORMUGAO PORT TRUST shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the work or otherwise

18.1 Insurance of Contractor's Equipment, Plant and materials.

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 2.2, 4.16, 4.17 and 4.18, insure:

- (a) the Materials and Plant/Equipments for incorporation therein in the Works, to their full replacement cost at Site. Such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred,
- (b) an additional sum of 10 per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature. Such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred and
- (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

18.2 Scope of Cover

The insurance in paragraphs (a) and (b) of Sub-Clause 19.1 shall be in the joint names of the Contractor and the Employer and shall cover:

-
- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 19.4, from the first working day after the Commencement Date until the date of issue of the relevant Completion certificate in respect of the Works or any Section or part thereof as the case may be, and
 - (b) the Contractor for his liability:
 - (i) during the Maintenance Period for loss or damage arising from a cause occurring prior to the commencement of the Maintenance Period ,and
 - (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause11.
 - (c) It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.

18.3 Responsibility for Amounts not recovered

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the Contractor in accordance with their responsibilities under Clause 2.2, 4.16, 4.17 and 4.18.

18.4 Exclusions

There shall be no obligation for the insurances in Sub-Clause 19.1 to include loss or damage caused by risks listed under sub clause 2.2.

18.5 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works), which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause19.6.

18.6 Exceptions

The “exceptions” referred to in Sub-Clause 19.5 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,
 - (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,
 - (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and
 - (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings,damages,costs,chargesandexpensesinrespectthereoforin
-

relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

18.7 Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 19.6.

18.8 Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 19.5, 19.6 and 19.7, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 19.11 and 19.12) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 19.6.

18.9 Minimum Amount of insurance

Such insurance shall be for at least the amount stated in the SCC.

18.10 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

18.11 Accident or Injury to Workmen

The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

18.12 Insurance Against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance during the whole of the currency of Contract in respect of all and any persons as are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

18.13 Evidence and Terms of Insurances

The Contractor shall provide evidence to the Employer as soon as practicable after the respective insurances have been taken out but in any case prior to the start of work at the Site that the insurances required under the Contract have been effected and shall,

within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Award. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.

18.14 Adequacy of Insurances

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

18.15 Remedy on Contractor's Failure to Insure

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 19.13, then and in any such case the Employer may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

18.16 Compliance with Policy Conditions

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

18.17 Source of Insurance

The Contractor shall to place all insurance relating to the Contract (including, but not limited to, the insurance referred to in Clauses 19) with insurers from India.

19 Release From Performance

Payment in Event of Release from Performance

If any circumstance outside the control of both parties arises after the issue of the Letter of Award which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 15.3 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Employer to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 13 if the Contract had been terminated under the provisions of Clause 13.

20 Notices

20.1 Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the Employer or the Engineer under the terms of the Contract shall be sent by post, cable, e-mail or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

20.2 Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, cable, e-mail or facsimile transmission to or left at the respective addresses nominated for that purpose.

20.3 Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed or in the country of Employer by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.

21 Changes in Cost and Legislation

21.1 Increase or Decrease of Cost

There shall be no addition or deduction from the Contract Price any sums in respect of rise or fall in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Works as far as the items of Works covered are concerned. However, addition or deduction from the Contract Price any sums in respect of rise or fall in the cost of POL may be determined as defined in SCC.

21.2 Subsequent Legislation

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under Sub-Clause 22.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price-and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

22 Sustainability of JV

In case JV/consortium is not sustained due any reasons or discrepancies arising amongst the JV/consortium members, unsustainability of JV/consortium shall be determined by the Engineer in Charge/Employer during the monitoring in the contract period based on the failure of the deliveries/missing of the milestones and other deliverables. The same shall be dealt in the following manner:

- (a) If JV/consortium becomes unsustainable after being selected as L1 EMD of the defaulting JV/consortium shall be forfeited.
- (b) If JV/consortium becomes unsustainable after the award of contract, the employer has complete authority to nominate another contractor to complete the balance work on risk and cost of the defaulting contractor. The Contractor will be notified of the decision to stop the work and get the measurements done to ascertain the value of work completed till date. No payment shall be released immediately, however, after completion of entire work on risk and cost, the differential cost would be recovered from all held up amount (BG, EMD, Security deposit and unpaid amount for the work done) of the defaulting Contractor and if any balance amount is still available, that shall be released to the defaulting Contractor.

23 Price Adjustment

Not applicable to this contract.

**SECTION - VIII: SPECIAL CONDITIONS OF
CONTRACT (SCC)**

1. General

- 1.1. Special Conditions shall be read in conjunction with the General Conditions of Contract, specification, ToR, Drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the Sub-division of the documents in to these separate section and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and as a part of the Contract.
- 1.3. Where any portion of the general Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract.
- 1.4. Where it is mentioned in the Specification that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 1.5. The materials and workmanship shall satisfy the relevant standards as stipulated under the Contract Agreement, the specification conditioned herein and codes referred to. Where the specifications stipulate requirement in addition to those contained in the Standard codes and specifications these additional requirements shall also be satisfied.

2. The Site

2.1 General Site Information

The Contractor shall visit the site and satisfy themselves on the actual site conditions, meteorological and other data, before tendering. Whatever information and, other relevant data given in the tender documents are only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

2.2 Condition of Site

The Contractor, before carrying out any work, shall inspect the Site in conjunction with the Engineer's Representative to establish its general condition which shall be agreed and recorded in writing, and where, in the opinion of the Engineer or his Representative it is deemed necessary, by means of photography.

The boundary of the land earmarked for the execution of the Works shall be defined by the Engineer's Representative and the Contractor shall provide, erect and maintain from commencement to final completion of all work and all reinstatement substantial galvanized pipes or similar approved markers indicating the boundary of the working area at regular intervals as the Engineer's Representative may require. In the event of any such boundary marker / post being disturbed or displaced as a result of the Contractor's operations or theft, the Contractor shall forthwith at his own expense replace the same and maintain the boundary properly.

3. Order of Works

The order in which the works are to be carried out by the Contractor shall be to the approval of Employer and shall be such as to suit the detailed method of construction, adopted by the Contractor as well as the Work Plan / Overall Schedule approved by the Employer. The works shall be carried out in such a manner so as to enable the

other Contractors to work concurrently so that the entire project may be brought into use immediately after the completion of works.

4. General Conditions of Construction and Erection Work

- 1.1. The work shall be permitted on the site round the clock.
- 1.2. The contractor must arrange for the placement of workers in such a way that the delayed completion of the works of any part thereof for any reason whatsoever will not affect their proper employment. The Employer will not entertain any claim for over time /idle time payment etc.whatsoever.
- 1.3. The Contractor shall submit to Employer / Engineer-in-Charge reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of Contract.

5. Surveys and Levels

- 5.1 Before the works of any part thereof begin, the Contractor shall survey and take levels of the site of the works both above and below water level / Chart Datum level, and agree all particulars on which the measurements of the works are to be based. Such particulars shall be recorded and after agreement; the drawings shall be signed by the Employer / Engineer-In-Charge and the Contractor.
- 5.2 Failing such surveys and agreements being prepared and/or signed by the Contractor, the survey carried out by the Engineer shall be final and binding on the Contractor.

6. Setting out the Works

- 61 The Employer shall furnish the relevant existing grid points with bench Mark with reference to permanent bench marks. It shall be Contractor's responsibility to the set out the necessary central points on land and to set out alignment. The Contractor shall have in his employees, an efficient survey team for this purpose and the accuracy of such setting out works shall be Contractor's sole responsibility.
- 62 Before beginning the work the Contractor shall work out the control points on ground which, are pre requisite for carrying out hydrographic surveys, accurately, with suitable markers as approved by Employer. All these points and markings shall be checked and approved by Employer's Representative before starting the work.
- 63 The Contractor shall also provide necessary equipment, labour and other facilities for proper checking and inspection of the fabrication, welding, painting and any other such activity forming part of the total scope of the work at no cost to the Employer.
- 64 The Contractor shall give Employer not less than 24 hours' notice in writing of his intention to inspect for any part of the works so that arrangements may be made for checking the work.
- 65 The Contractor shall at his own expense provide all assistance which Employer or his representative may require for checking and inspection.

7. Conditions for work

- 7.1 The decision of EIC to accept the work done with or without the Liquidated damages shall be final and binding.
- 7.2 No idle time charges will be paid to the contractor on any account.
- 7.3 The Employer / Engineer-in-charge or his representative will inspect, co-ordinate, measure and certify the work. He has the right to inspect at any time during the contract period for which contractor's authorized agent shall be available at site during such inspection.
- 7.4 The Contractor may execute the work round the clock and on all days including Sundays and Public Holidays except National Holidays subject to such restriction as may be imposed by State Govt./local body or Engineer In Charge. If the staff of the Employer is posted on duty beyond his normal working hours the contractor shall bear the cost of his overtime.
- 7.5 If the Contractor's personnel or any outside labour employed to work during execution of Contract, breaks or damages/destroys any vessel, craft, net, fishing stakes etc. building, road, kerb, water pipe, fence, bund, wires, trees, crop, fruit or cultivated ground during the period of agreement, the same shall be made good by the Contractor at his own expenses or in default the MORMUGAO PORT TRUST may cause the same to be made good by other sources and deduct the expenses from any sums that may be then or at any time thereafter may become due to the contractor.
- 7.6 The rate quoted shall include all taxes, duties and any other levies. No additional payment on any such account shall be payable by Mormugao Port Trust. However, **GST** will be reimbursed to the Bidder on producing proof of payment
- 7.7 The right to award/split up work or to reject the offer without assigning any reason is reserved with the Authority.
- 7.8 If the work is stopped continuously for more than 3 days due to law and order, the Contractor has to report to EIC the same and take actions mutually in accordance with prevailing local laws for removal of such problem and proceeding further with the work to mutual benefit.
- 7.9 Any charge incurred for adopting environmental safe guards, minimizing detrimental impacts, enhancing the beneficial aspects of the project and for effective management of the environmental resources affected by the project shall be met by the Contractor. No additional charges on any account shall be payable by Mormugao Port Trust.
- 7.10 The tender shall be accompanied by sufficient details of materials in the offer with Catalogues and sketches wherever necessary for comprehensive assessment of its merits and performance.

8. Standard and Standard Products

8.1 Standards

Save in so far otherwise specified in the Contract the relevant provisions of the appropriate Bureau of Indian Standards shall apply for all materials and workmanship. Where relevant BIS standards do not exist, the latest version of the relevant standards in vogue shall be applied. Where both above Standards may not be available, the following Standards shall also be referred to and adopted.

- BS : British Standard Specification
- CP : British Standard Code of Practice
- ASTM : Standard of American Society for Testing Materials.

8.2 Standard Products

If mention is made in the Contract of named products of individual manufacturers, this is an indication of the standard type and workmanship of goods, which are satisfactory to the Engineer. The Contractor may substitute similar products of at least equal quality and suitability, subject to the approval of the Engineer.

Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacturer's products are approved by the relevant standards authority.

9. Security and Safety

12.1 The Contractor shall comply with all regulations imposed by the Central / State / Local Authorities and Employer in respect of the passage of Plant, Vehicles, materials and personnel through waterways.

12.2 The Contractor shall take all possible precautions to prevent out breaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. The Contractor shall comply with all rules, regulations and orders of any Statutory Authority and of Employer at no extra cost to the Employer.

12.3 The Contractor shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

12.4 If required, the Contractor shall take entry passes to the restricted areas for all personnel labourers and vehicle. No claim whatsoever on this account will be entertained.

10. Health Safety and Environment, Risk & Hazard

13.1 The Contractor shall prepare and submit to the Employer / Employer-In-Charge the Health Safety and Environment (HSE) Plan in line with Employers HSE policy and Contractors company policy within 28 days of commencing of works for the approval of the Employer. The policy shall be followed during the life cycle of the project. The policy may be updated as and when required.

13.2 The Contractor shall prepare and submit the Risk and Hazard identification and mitigation plan within 28 days of commencing of works for approval of the Employer. The plan may be updated as and when required.

11. Additional Conditions

In addition to the above mentioned SCC the following table shall also form part of SCC

GCC Clause	Heading	Definitions
1.3	Language for Communication	English
2.3	Right of access to site	-With the Permission of Captain Of Ports Goa
3.1.2.4 (ii)	Percentage of variation under Engineer's duty and Authority	30% (thirty percent).
4.4	Performance security and Retention money	Shall be released only after the completion of Defects liability period.
4.7 (b)	Unforeseeable Physical Obstructions or Conditions	No cost on any account due to unforeseeable physical obstructions or conditions shall be added to the Contract Price
4.9.1	Program to Be Submitted	14 days
4.9.3	Cash Flow Estimate	14 days and subsequently submit the revised cash flow estimate at mutually agreed interval
4.37	Co-operation	The contractor shall provide office space, accommodation and vehicle for Employer, Employer's representatives, Engineer and Engineer's representatives for monitoring / checking / inspection as and when required.
5	Time for completion	06 months from the date of approval of Final design.
8.12	Limit of Liquidated Damages	0.5 % per value of contract per week of 7 days or part thereof subject to a ceiling of 5.00 % Contract Price.
10.2 & 10.3	Taking over of sections or parts	There shall be no taking over of sections or parts. Only interim completion certificate and final completion certificate shall be given as per the conditions of contract.
15.2 (b)	Minimum Amount of Interim Payment (stage wise)	Interim Payment Certificates as per the stage payment specified
19.9	Minimum Amount of Third-Party Insurance	5.00 % of contract value.

SECTION-IX: ANNEXURES

ANNEX - I: FORM OF PERFORMANCE GUARANTEE

Bank guarantee bond to be issued by nationalized banks only

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

1. We(indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding Rs..... (Rupees only) on demand by the Board.
2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said Bank, further undertake to pay to the Board any amount so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee.
5. We(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

This Guarantee shall be valid upto unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged

Dated the day of For
.....

(indicate the name of the Bank).

ANNEX - II: SPECIMEN CONTRACT AGREEMENT

(To be executed on Rs.1000/- non-judicial Stamp Paper)

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

(1) The Trustees of Port of [insert name of the Port], an Autonomous Body of the Ministry of SHIPPING of the Government of INDIA, incorporated under the Major Port Trust Act,1963 as Amended thereafter, under the Laws of India and having its principal place of business at [insert address of Port] (hereinafter called “the Port”), and

(2) [insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”).

WHEREAS the Employer/ Board invited Tenders against tender no.[Number] for execution of [TENDER TITLE AND BRIEF DESCRIPTION] viz., and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor , and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
 - (e) Notice Inviting Online Tender;
 - (f) Replies issued to the Pre-bid queries, addenda is any issued[*numbers and dates*];
 - (g) The Contractor 's Bid and original Price and Delivery Schedules;
 - (h) The Employer/ Board's Notification of Award;
 - (i) [*Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates];and*]
 - (j) [*Add here any other document(s)*]

AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

2. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
3. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted

in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

4. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

For and on behalf of the Employer/ Board

Signed: *[insert signature]*

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

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

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

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

in the presence of *[insert identification of official witness]*

ANNEX-III: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

The Chief Engineer-
Mormugao Port Trust,
Headland Sada
Vasco 403804.

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:CE/33(R1)/2018.

Name of Tender/Work: for **Design, Construction, Supply, Installation, testing and commissioning of 3 nos Floating Jetties on River Mandovi (NW68) and 1 nos River Chapora NW 25,**

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: _____).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organisation for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutesofthePre-bidMeeting(ifany)/corrigendum(s)(ifany)initstotality / Entirety.
5. In case any provisions of this Tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully (Signature of the Bidder, with Official)

ANNEX-IV : SPECIMEN EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer/ Board]*

Date: _____

TENDER NO CE / 33(R1) / 2018. _____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[number]*. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) twenty-eight days after the expiration of the Tenderer's Tender or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so- should also be enclosed]

ANNEX-V: LETTER OF CONSENT

(To be filled up by Sub-contractor and submitted in Enclosure II of this tender document)

Sub-contractor's Name: [insert full name]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Tender No. and title: [insert Tender number and title]

Dear Sir,

The invitation for tendering for [insert name of work] has been called by [insert name of employer].

In this regard, this is an undertaking that [insert name of Sub-contracting firm] having its office at [insert address of the Sub-contracting firm] is willing to participate as sub-contractor for [insert brief work details for which sub-contractor will provide services] with [insert name of applicant] for this project and we are submitting our relevant experience client certificates for the same.

[Insert name, signature and seal of authorized representative of the Sub-contractor]

To be signed by the bidders' and the same is to be signed by Authorized Signatory/competent Employer on behalf of Mormugao Port Trust.

ANNEXURE VI: PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through _____ Chief Engineer), Mormugao Port Trust (hereinafter called the 'BUYER/ EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited bids for _____ and the BIDDER/SELLER is submitting his bid for the same and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/Registered partnership firm constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Mormugao Port Trust.

NOW, THEREFORE,

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

- (i) Enabling the BUYER/EMPLOYER to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- (ii) Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related

to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any

other intermediary, in connection with this bid/contract.

- 3.5* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/ EMPLOYER'.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'BUYER/ EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of 6 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/ EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/ EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/ EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/ EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

7. Fall Clause

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

8. Independent Monitors

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

Dr. Ajit Raizada, IAS (Retd)
D-2, 74Bunglows,
TT Nagar,
Bhopal (MP)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER/ EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/ EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ EMPLOYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

BUYER/ EMPLOYER

BIDDER.

Name of the Officer.
and Designation

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

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