MORMUGAO PORT TRUST
MARINE DEPARTMENT

e-TENDER No. DC/S(18)/MANNING/2019/4

ISO 9001 : 2015
ISPS Compliant Port

MAY, 2019

E-TENDERING

TENDER DOCUMENT FOR

“E-Tender for Manning of Harbour Tug ‘Tag Shiv’, Tag 8 & Tag 20 Offshore vessels for a period of four months on purely contract basis.”

DEPUTY CONSERVATOR
MORMUGAO PORT TRUST
GOA -403804

Phone No. 0832 -2521150, 2594801
Fax No. 0832-2521155
Email: dc@mptgoa.gov.in

https://eprocure.gov.in / eprocure/ app
E-PORTAL NOTICE INVITING ONLINE TENDER

e-TENDER No. DC/S(18)/MANNING/2019/4

“E-Tender for Manning of Harbour Tug ‘Tag Shiv’, Tag 8 & Tag 20 Offshore vessels for a period of four months on purely contract basis on purely contract basis.”

Pre Bid Meeting Date & Time: 17.05.2019 at 1100hrs

Closing Date: 27.05.2019 at 11.00 hrs.
Tender Opening Date: 28.05.2019 at 11.30 hrs.

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

Capt. Manoj Joshi
DEPUTY CONSERVATOR
Marine Department
Mormugao Port Trust
Headland, Sada.
Goa-403804
## 2. NOTICE INVITING ONLINE TENDERS (NIOT)

Details about tender:

<table>
<thead>
<tr>
<th>Tender inviting</th>
<th>DEPUTY CONSERVATOR, MORMUGAO PORT TRUST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender No.</td>
<td>e-TENDER No. DC/S(18)/MANNING/2019/4</td>
</tr>
<tr>
<td>Name of Work</td>
<td>“E-Tender for Manning of Harbour Tug ‘ Tag Shiv’, Tag 8 &amp; Tag Offshore vessels for a period of four months on purely contract basis on purely contract basis.”</td>
</tr>
<tr>
<td>Bidding Type</td>
<td>Open (e-tender mode only) Two Cover System.</td>
</tr>
<tr>
<td>Bid call (Nos.)</td>
<td>01</td>
</tr>
<tr>
<td>Tender Currency Type</td>
<td>Single</td>
</tr>
<tr>
<td>Tender Currency Settings</td>
<td>Indian Rupee (INR)</td>
</tr>
<tr>
<td>Estimate Cost to tender</td>
<td>Rs. 11,36,000/- (Rupees Eleven Lakhs Thirty Six Thousand Only)</td>
</tr>
<tr>
<td>Tender Cost</td>
<td>Rs.2360/- (Inclusive of 18% GST) (Non-refundable)</td>
</tr>
<tr>
<td>EMD Cost</td>
<td>Rs. 20000/- (Rupees Twenty Thousand Only)</td>
</tr>
<tr>
<td>Annual registration fees with NIC</td>
<td>Nil</td>
</tr>
<tr>
<td>Payment of Tender Cost &amp; EMD</td>
<td>The Tender Cost (fees) shall be paid in e-payment mode only, before the due date and time of the tender.</td>
</tr>
<tr>
<td></td>
<td>Mode of Payment towards Tender Cost :</td>
</tr>
<tr>
<td></td>
<td>i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires to download pre-printed Challan towards credit of MPT available on e-tender website and make the payment through any of their Bank.</td>
</tr>
<tr>
<td></td>
<td>ii. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.</td>
</tr>
<tr>
<td></td>
<td>iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td><strong>Security Deposit</strong></td>
<td>The security deposit in respect of this contract shall be 10% of the value of the contract. The EMD of the successful contractor shall form part of the security deposit. The balance of the security deposit in excess of the Earnest Money will be recovered from amount payable to the contractor at the pro-rata equal instalment from each bill presented by him on becoming due. The Security deposit will be returned after two months on completion of contract work.</td>
</tr>
<tr>
<td><strong>Commencement Period</strong></td>
<td>Within three days from signing of the Agreement.</td>
</tr>
<tr>
<td><strong>Period of Contract</strong></td>
<td>The contract will be for four months from the date of commencement of contract.</td>
</tr>
<tr>
<td><strong>Date &amp; Place of Pre Bid Meeting</strong></td>
<td>17/05/2019 @11:00 Hrs. Conference Room, Office of the Deputy Conservator, Mormugao Port Trust, First Floor, A.O. Bldg., Headland Sada, Goa - 403 804. Necessary Corrigendum/ Addendum will be made based on Pre-bid meeting /subsequently observed and published in Port Website and this shall be a part of Tender Document.</td>
</tr>
<tr>
<td><strong>Last Date &amp; Time for Receipt of Bids</strong></td>
<td>27/05/2019 @ 11:00 Hrs.</td>
</tr>
<tr>
<td><strong>Bid Opening Date</strong></td>
<td>Techno-commercial Bid (Cover-I) will be opened on 28/05/2019 @ 1130 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.</td>
</tr>
<tr>
<td><strong>Bid Validity</strong></td>
<td>90 days from the last date fixed for receiving the tender.</td>
</tr>
<tr>
<td><strong>Qualifying Criteria :</strong></td>
<td><strong>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</strong></td>
</tr>
<tr>
<td></td>
<td>A. The tenderer shall be a registered company in India, having registered office in India.</td>
</tr>
<tr>
<td></td>
<td>B. Average Annual Turnover of the tenderer shall not be less than Rs.3,40,800/- per annum for last three financial years i.e. 2015-16, 2016-17, 2017-18.</td>
</tr>
<tr>
<td></td>
<td>C. The tenderer should have carried out at least one year experience in manning of offshore crafts owned by state /central govt or PSU’s or private companies with minimum 3000 HP propulsion power in the last 7 years upto due date of submission of the tender as follows:</td>
</tr>
<tr>
<td></td>
<td>i) Three completed or ongoing works under each work order costing not less than Rs. 4,54,400 each (or)</td>
</tr>
<tr>
<td></td>
<td>ii) Two completed or ongoing works under each work order costing not less than Rs.6,81,600.00 each (or)</td>
</tr>
<tr>
<td></td>
<td>iii) One completed or ongoing works under each work order costing not less than Rs. 9,08,800.00.</td>
</tr>
<tr>
<td></td>
<td>D. The tenderer should have a valid RPSL license number issued by DG shipping for manning of similar vessels.</td>
</tr>
<tr>
<td></td>
<td>E. The tenderer should have ISO-9002 certification.</td>
</tr>
</tbody>
</table>
| **Online Documents required to be submitted by scanning** | a. Copy of documents viz. Work Order, Completion certificate with performance, Financial Turnover, Auditor’s report, Balance sheet, P/L account statement etc. Financial Turnover Certificate as at Appendix-II.  
  b. Entire Tender document, each page and form duly signed and filled in. |
| **Earnest Money Deposit (EMD)** | EMD can be submitted in the form of e-payment mode (i.e. RTGS/NEFT/ECS/DD/Banker's Cheque/ Net-banking and Debit / Credit Card Payment). If the tender documents are submitted without EMD, the tender will be rejected. Exemption from payment of EMD is not allowed to any firm such as Public sector units & other Govt. units etc. However, the firms who have registered under NSIC are granted exemption from the payment of EMD but these firms have to furnish the cost of tender document. This will be accepted only if the necessary documentary evidence for registering in NSIC is enclosed. |
| **Address for communication:** | Deputy Conservator, Office of Deputy Conservator, Marine Dept., Mormugao Port Trust, First Floor, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. |
| **Contact Details** | For Tender related queries --- Phone :0832 – 2594801  
  Email : [dc@mptgoa.gov.in](mailto:dc@mptgoa.gov.in)  
  
  For e-Tendering help contact:  
  
  The Help Desk will be your first point of contact at NIC.  
  
  Telephone: For any queries, please call 24 x 7 Helpdesk No.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787  
  
  Email: Kindly send your Technical queries to cppp-nic@nic.in  
  
  Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details.  
  
  For any issues/ clarifications relating to the tender kindly contact  
  Email: etender@mptgoa.com |
| **Website** | [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) |

**Format and Signing of Bid**

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

The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.
3. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

REGISTRATION

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

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

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

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

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

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

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

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

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

SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

ASSISTANCE TO BIDDERS

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

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
E- Tender for Manning of Harbour Tug ‘Tag Shiv”, Tag 8 & Tag 20
Offshore vessels for a period of four months on purely contract basis.”

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

<table>
<thead>
<tr>
<th>Name of the Beneficiary</th>
<th>MORMUGAO PORT TRUST GENERAL ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Beneficiary with PIN Code</td>
<td>Administrative Office Building, Headland Sada, GOA - 403804</td>
</tr>
<tr>
<td>PAN Number</td>
<td>AAALM0293P</td>
</tr>
<tr>
<td>Name &amp; Mobile Number of responsible person</td>
<td>Raghunath Morajkar/9423060660</td>
</tr>
<tr>
<td>Name &amp; Mobile Number of responsible person</td>
<td><a href="mailto:raghunath.morajkar@mptgoa.gov.in">raghunath.morajkar@mptgoa.gov.in</a></td>
</tr>
<tr>
<td>Name of the Bank and Branch</td>
<td>STATE BANK OF INDIA, Harbour Branch</td>
</tr>
<tr>
<td>Bank Telephone No.</td>
<td>0832-2520212</td>
</tr>
<tr>
<td>Address of the Bank</td>
<td>STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803</td>
</tr>
<tr>
<td>MICR Code of the Bank</td>
<td>403002024</td>
</tr>
<tr>
<td>IFSC Code No.</td>
<td>SBIN0002164</td>
</tr>
<tr>
<td>Type of Account and Branch Code</td>
<td>Current Account / Branch Code: 002164</td>
</tr>
<tr>
<td>Account number of the Bank</td>
<td>10438017048</td>
</tr>
<tr>
<td>Beneficiary E-mail ID</td>
<td><a href="mailto:cashmpt@mptgoa.gov.in">cashmpt@mptgoa.gov.in</a></td>
</tr>
</tbody>
</table>
E-TENDER NOTICE

e-TENDER No. DC/S(18)/MANNING/2019/4

E-Tender for Manning of Harbour Tug ‘Tag Shiv”, Tag 8 & Tag 20 Offshore vessels for a period of four months on purely contract basis.

1.1. Electronic tenders (e-tenders) in “Two Cover System” for Manning of Harbour Tug ‘Tag Shiv”, Tag 8 & Tag 20 Offshore vessels for a period of four months on purely contract basis is invited by the Deputy Conservator, Mormugao Port Trust, Headland Sada, Goa 403804 and will be received up to the time schedule tenders shall be submitted in accordance with the ‘Instruction to Tenderers’, General information and ‘General Conditions and special conditions of Contract’ etc, as detailed in the tender documents. The tenders will be opened by the Deputy Conservator, Mormugao Port Trust at this office on the same day at the scheduled time.

1.2. The tender document can be downloaded from the e-tendering portal: http://eprocure.gov.in/eprocure/app at the scheduled time.

1.3 The tender documents are also available in Port’s website www.mptgoa.gov.in.

1.4. The tender shall be submitted by an individual or by a Registered Partnership firm or by a Limited Company. The name and address of the tenderer shall be entered in the space provided in ‘Price Bid’. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper power-of-attorney, authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such power-of-attorney to be attached with the tender which must disclose that the firm is duly registered under Indian Partnership Act.

If the tender is made by a Limited Company it shall be signed by a duly authorized person who shall produce with the tender the evidence of the authorization. In the case of a Limited Company the tender should be accompanied by the Memorandum and Articles of Association of the Company. Joint Venture is not allowed in the tender.

1.5 The tenders shall be submitted “online” only. The bidders shall submit scanned copy of all the required documents such as DD / Bankers Cheque towards the cost of tender and EMD; proof of experience, etc. along with e-tenders. Tender submitted other than online shall not be considered.

2. EARNEST MONEY TO BE DEPOSITED

2.1 Each tender should be accompanied by an Earnest Money deposit amounting to Rs.20,000/- (Rupees Twenty Thousand Only). Scanned copy of the NEFT/RTGS/debit /credit card/Demand Draft / Banker’s Cheque shall be attached with the tender submitted “online”. No exemption will be granted from the payment of EMD and Cost of Tender Document / Processing Fee at any reason.

3. The right of acceptance of tender will rest with Port Trust Board who do not bind
themselves to accept the lowest tender and reserves to themselves the authority to reject any or all of the tenders received without assigning any reason thereof.

4. The tender document will be available in the e-tendering Portal. All the schedules in the content sheet should be filled up except price bid. The price schedule should be kept blank. All the pages of the tender documents including Price Bid (not filled) shall be signed by the contractor.

5. The Deputy Conservator or his duly authorized officer will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative. In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the tenderer.

6. It is obligatory on the part of the tenderer to sign each and every page of the tender document as a token of acceptance of all the conditions mentioned in the document, while submitting the tender online.

7. The tender shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. The Employer reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

8. Should any tenderer withdraw his tender before the period, or make any modification in the terms and conditions of the tender which are not acceptable to the department and the earnest money deposited by the tenderer shall be forfeited.

9. Tenderers should send a letter of authorization with an attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the tenders.

10. Tenders, which do not fulfill all, or any of the above conditions, or are incomplete in any respect, are liable for summary rejection at any stage before placement of order.

11. Canvassing in connection with the tender is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable for rejection.

12. The undersigned reserves the right to reject / cancel / postpone any one or all tenders at any stage of the tender, which will be binding on all bidders.

13. The tenders containing uncalled remarks or any additional conditions are liable to summary rejection.

14. Disputes if any shall be under the jurisdiction of courts in Vasco da Gama, Goa limits only.

15. This tender notice shall form part of the contract.
GENERAL INFORMATION

SCOPE OF WORK:

1. The tender is for with **manning of Harbour Tug ‘Tag Shiv”, Tag ‘8’ & Tag ‘20’ Offshore vessels/Tug** for a period of four months on purely contract basis should have three (03) nos. watchkeeper having knowledge about ships(i.e. Rating) on board are required for manning each vessel. The requirement of total 09 nos. of watch keeper for manning three vessels i.e. **Tag Shiv”, Tag ‘8’ & Tag ‘20’**. The vessels belong to M/s. Tag Offshore Ltd., they are in ‘cold lay-up alongside berth’ at Port of Mormugao, Goa.

2. The period of contract is four months from the date of commencement of the work.

3. The Vessels shall be manned 24 hours daily during the entire period of the contract including Sundays and holidays.

4. The Contractor shall keep a register/log book, in which all the movements of the Vessels are entered on a daily basis. The register / log book, approved by Deputy Conservator must be produced for payment of monthly bills.

5. The tenderer shall visit Mormugao Port harbour in order to acquaint himself with the condition of the site, the locality and its environments.

6. A tenderer must also furnish evidence of his experience in contract work and his capacity to execute the work up to the limit specified in tender schedule by certificates from organizations as per MQC under whom the firm has executed similar contracts.

7. The tender notice shall form part of the contract.

8. **MINIMUM QUALIFICATION CRITERIA, (MQC)**

   A. The tenderer shall be a registered company in India, having registered office in India.

   B. Average Annual Turnover of the tenderer shall not be less than Rs.3,40,800/- per annum for last three financial years i.e. 2015-16, 2016-17, 2017-18.

   C. The tenderer should have carried out at least one year experience in manning of offshore crafts owned by state /central govt or PSU’s or private companies with minimum 3000 HP propulsion power in the last 7 years upto due date of submission of the tender as follows:

      i) Three completed or ongoing works under each work order costing not less than Rs. 4,54,400 each (or)

      ii) Two completed or ongoing works under each work order costing not less than Rs.6,81,600.00 each (or)

      iii) One completed or ongoing works under each work order costing not less than Rs. 9,08,800.00.

   D. The tenderer should have a valid RPSL license number issued by DG shipping for manning of similar vessels.

   E. The tenderer should have ISO-9002 certification.

   *The Copy of the work orders, certificate's issued by DG Shipping, proof registration certificate that the company registered in India, last three years financial turnover documents and ISO certificate to be attached.*
INSTRUCTIONS TO TENDERERS

1. The tenderer is expected to examine all instructions, forms, terms and specifications etc. in the tender document. Failure to furnish all information or documentation required by the Tender documents may result in the rejection of Tender.

2. The tender document can be downloaded from the e-tendering portal http://eprocure.gov.in/eprocure/app. The Tender documents are also available in our website www.mptgoa.gov.in which can be downloaded.

3. Bids along with Tender documents duly filled in signed and stamped on all pages shall be submitted online only. MoPT may at its discretion extend the date and time for receipt of tenders. Tender fee /EMD received after the aforesaid time and date or the extended time and date, as the case may be, if any, will be returned unopened to the tenderers. MoPT in no way would be responsible for any delay in receipt of such tender fee / EMD sent through Courier / Registered Post. No bids by Telex / Telegraph / Fax will be accepted.

4. Bid submission
Bid shall be submitted in two parts, Part - I: Technical Bid and Part - II: Price Bid through e-tender mode. For online submission of Technical Bid, the scanned copies of the documents to be submitted through e-Tendering mode only on http://eprocure.gov.in/eprocure/app. Price bid (Schedule-II) in the provided format (MS-excel format separately uploaded in the website) shall be submitted only through e-tendering mode on http://eprocure.gov.in/eprocure/app.

Information Required In The Bid
Part I -Technical Bid shall contain scanned copy of All documents as per the schedule A. EMD and tender fee should be submitted in original to Mormugao port trust, scanned copy to be submitted online as mentioned in schedule A. All pages of the tender documents shall be duly signed and stamped by the tenderer. The tenderer should not indicate his basic cost offer anywhere directly or indirectly in Any such offer or indication shall disqualify the tenderer forthwith. Corrections if any shall be initialed and stamped properly. Disclosure / indication of the Price(s) in the Techno-Commercial Bid shall make the Tender disqualified and rejected.

Part II : Price Bid shall contain the details as given in Annexure-V of the tender document as issued and shall be complete in all respects. The price bid shall be submitted online only (MS-excel format separately uploaded in the website http://eprocure.gov.in/eprocure/app ). The prices shall be written both in words and figures and in case of any deviation, prices in words shall be valid and binding. Mormugao Port Trust will not provide any forms for getting any exemptions from payment of duties and taxes. Overwriting in the proforma in the Annexure V of the tender document is not permitted, Interpolations, alterations, deletions, or additions, if any, shall be duly authenticated by the signature(s) of the tenderer.

5. If the tender is submitted by an individual, it shall be signed, also giving his full name and address. In the event of the tender being submitted by a registered partnership firm, it must be signed individually by each partner thereof. A certified copy of the partnership deed
shall be attached along with the tender. In the event of absence of any partner, it must be signed on his behalf by the person holding a proper-power-of attorney authorizing him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause; such power-of-attorney shall be attached with the tender.

6. EMD: The tender shall be accompanied by Earnest Money Deposit equal to Rs.20,000/- (Rupees Twenty Thousand only). The earnest money deposit can be in the form of NEFT/RTGS/Debit /Credit card payment /Banker’s Cheque / Demand Draft issued by Nationalized/ Scheduled banks, encashable in Mormugao, drawn in favour of F.A. & C.A.O., Mormugao Port Trust. Under no circumstances should currency notes be enclosed in the cover containing the tender as Earnest Money. The Earnest Money Deposit will not carry any interest. The tender not accompanied with EMD will be treated as non-responsive and will be rejected.

7. Tender document submitted shall be duly filled in, all schedules and annexure as required, signed and stamped in all pages as a token of acceptance of all the conditions mentioned in the document, while submitting their tender online along with covering letter as per Annexure-IV.

8. The acceptance of a tender will rest with the Deputy Conservator who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason whatsoever.

9. An undertaking that no payment or illegal gratification has been made to any person/authority connected with the Tender process so as to influence the tender process and have not committed any offence in connection with the tender, has to be furnished in Annexure-I.

10. An undertaking that no changes have been made in the tender document downloaded has to be furnished in Annexure-II.

11. An undertaking that “Price bid” does not contain any techno-commercial condition has to be furnished in Annexure-III.

12. **Bidders are required to submit their price bid as mentioned in Part A in MS excel format separately uploaded in the website http://eprocure.gov.in/eprocure/app.**

13. Tenderer shall complete all the Schedules with all the information called for therein and sign with date and stamp all the pages of the tender document and the Schedules. Any tender not so complete is liable to be rejected. The tenderer should not submit their offer with any conditions/ counter conditions anywhere in the tender document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.

14. The tender should be written legibly and free from erasures and over writings or conversions of figures. Correction where unavoidable should be duly attested by the signature (s) of the tenderer (s) with dates. Rates including all applicable duties and service taxes applicable should be quoted for each item in the schedule and the rates should be written in words as well as in figures. In case of dispute rates in words shall be final.
15. The Earnest Money Deposit of unsuccessful Tenderer shall be returned after award of contract to the successful Tenderer.

16. The Earnest Money Deposit in the form of Bank Guarantee/Cheque will not be accepted under any circumstances.

17. The EMD shall be forfeited under following circumstances:
   i. In the event of the Tenderer withdrawing/modifying his tender before the expiry of tender validity.
   ii. Failing to enter into an agreement with Mormugao Port Trust after award of the work.

18. OPENING OF THE TENDERS:
   Bid Opening – Technical Bid
   The Officer inviting the tender or his duly authorized assistant will open the tenders in the presence of intending tenderers who may be present at the time in person or through their authorized representative. The technical bids of the tenders received will be opened first. Technical Bid: Technical Bid shall be opened online in the office of the Deputy Conservator, Mormugao Port Trust as per the date and time fixed in the time schedule. Submission of EMD and Cost of tender document is verified initially. In case the EMD and cost of bid document is not deposited or is not in order, the Bid will not be opened. If any Bid contains any deviation from the Bids documents the Bid will be rejected and the Bidder will be informed accordingly. The Price Bid submitted in e- mode will not be opened. In the event of a tender being rejected, the earnest money paid with such unaccepted tender shall be refunded to the tenderer.

19. OPENING OF THE TENDERS:
   Bid Opening – Price Bid:
   Price Bid of those Tenderers found responsive in the evaluation of Technical bid, will be opened later. Short listed bidders will be communicated about the date and time of opening of the price bid. The Bidder’s name, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

20. The tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same. MoPT reserves the right to extend the period of validity for a specific time as may be required by MoPT. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request without forfeiting their tender security (EMD). However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

21. MoPT will determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause a substantially responsive tender is one which inter alia conforms to all the terms, general conditions and specifications of the tender documents and technically suitable. The tenderer shall carefully submit all the documents as required under the tender failing which the offer is liable to be treated as non-responsive. A tender which, in relation to the cost estimates of MoPT is seriously unbalanced may be rejected as non-responsive.
22. The tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the currency of the contract.

23. To assist in the examination, evaluation and comparison of tenders, MoPT may ask tenderers individually for clarification and response to the same by the tenderer shall be in writing by post or by fax. However no changes in price or substance of the tender shall be sought, offered or permitted.

24. DETERMINATION OF RESPONSIVENESS: The tender which does not satisfy the prequalification criteria shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia confirms to all the terms & conditions of the tender documents without any deviation or reservation. A tender that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as nonresponsive.

25. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the suppliers who resort to canvassing will be liable for rejection.

26. OPENING OF PRICE BID: The price bids shall be opened online only. The price bid of the prequalified bidders only will be opened in the presence of the intending tenderers on a date intimated by the Dy. Conservator. The date of price bid opening will be intimated to the responsive bidders in writing – (letter /email /fax). The EMD of the disqualified bidders will be returned.

27. ACCEPTANCE OF TENDER: The MoPT does not bind itself to accept the lowest or any tender and reserves the right to accept any tender in part or to reject any tender or all tenders without assigning any reasons whatsoever.

28. AWARD OF CONTRACT: The MoPT shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the tender.

29. LETTER OF ACCEPTANCE (LOA):
   i. Prior to the expiration of the period of Tender validity or extended validity, the MoPT shall notify the successful Tenderer, in writing, that his tender has been accepted (LOA- letter of acceptance) . The contractor shall sign the agreement within three days of receipt of the LOA as per format at Annexure VII. Until a formal contract is prepared and executed, the notification of award and form of tender shall constitute a binding contract. The contractor must commence the work within three days of receipt of the LOA.
   ii. Upon the successful Tenderer’s furnishing of the signed agreement form, the MoPT will promptly notify each unsuccessful Tenderer and will release their EMD.

30. LANGUAGE OF THE TENDER:
The tender submitted by the Tenderer and all correspondence and documents relating to the tender exchanged by the Tenderer and the MoPT shall be written in ENGLISH LANGUAGE. Any printed literature, other than in English language shall be accompanied by an English translation, in which case for purpose of interpretation of the tender, the English translation shall govern.
31. Income-tax at the rate prescribed from time to time will be deducted while making payment of the amount of the contractor’s bill or when crediting the amount to his account.

32. The security deposit in respect of this contract shall be 10% of the total value of the contract. The total amount of Security Deposit will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposit shall be forfeited on failure to perform or non-fulfillment by the contractor of the terms and conditions of the contract.

33. The successful tenderer will be required to execute an ‘agreement’ at his expense on Goa State Stamp Paper of adequate value in the prescribed departmental form for the due and proper fulfillment of the contract within seven days of acceptance of his tender.

34. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection.

35. Payment terms
A. The payment for the work carried out shall be made once in a calendar month within 30 days of submission of bill along with copy of log book after deduction of penalties if any. GST no to be mentioned in the invoice. Please provide the GST details as per performa annexed as Annexure-VI.
B. Income tax as per the prevailing rate shall be deducted while making payment.
C. The monthly payment shall be made through banks e-payment. Kindly provide the financial account details for effecting Electronic Fund Transfer payment and creation of data base for vendor code as Annexure-V.

SIGNATURE OF BIDDER
GENERAL CONDITIONS OF CONTRACT FOR MANNING OF VESSELS

1. Security Deposit: The person whose tender may be accepted (hereinafter called the CONTRACTOR) shall within seven days of receipt of the Letter of acceptance (LOA) of the tender, sign the contract indicating his acceptance of the terms & conditions. The security deposit in respect of this contract shall be 10% of the value of the contract. The EMD of the successful contractor shall form part of the security deposit. The balance of the security deposit in excess of the Earnest Money will be recovered from amount payable to the contractor at the pro-rata equal installment from each bill presented by him on becoming due. All compensation or other sums of money payable by the contractor to the Board of Trustees of the Port of Mormugao (hereinafter called the Board) under the terms of his contract may be deducted from the security deposit or any amount that may have become payable to the contractor by the Board on any account whatsoever.

2. Liquidated Damages:

If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority, the contractor shall pay or allow to the Board a sum equivalent to 0.5 % of the value of the contract Price for every day or part thereof subject to a maximum of 5 % of the total value of contract Price as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from Security deposit amount.

3. Penalty Clause: The contractor is to man the Vessels according to the specification described in the schedule within the period specified in the tender and observe, perform, fulfill and keep all the conditions and special conditions herein set forth . If the contractor fails to man the vessel, he shall not be paid the daily manning charges. Additionally 25% of the daily rate shall be deducted from the monthly bill for every day not exceeding ten days during a period of four months for liquidated damages. In every case in which the payment or allowance mentioned in clause 3 shall have been incurred for ten consecutive days, the Deputy Conservator, Mormugao Port Trust (hereinafter called the Deputy Conservator) shall have power either to cancel the contract altogether. The contractor shall have no claim for compensation for any loss that he may incur in any way and shall be liable for all losses that the Board may sustain on that account. The contractor shall not be entitled to any gain on resumption of the work against default. The contractor may be debarred from participating in any tender of MoPT for next 2 years.

4. The Contractor shall keep a register, in which all the movements of the vessels are entered on a daily basis. The register / log book, approved by Dy. Conservator must be produced for payment of monthly bills.

5. On completion of the manning of the Vessels periodically, the Contractor shall be furnished with a Certificate to that effect by the Dy. Conservator or his authorized representative.

6. Termination Clause: If any time after the commencement of the work, if the Board observes the contractor is not carrying out the work as per the terms and conditions of the agreement may terminate the contract by giving 03 day’s notice. However, Either MoPT or the contractor may terminate the contract by issuing 15 day’s notice to one another.
7. If contractor or his employees break, deface, injure or destroy property belonging to the board, it shall be made good at the Contractor's own expenses. The Deputy Conservator however, reserves the right to make good the same at the cost and expenses of the contractor deducting the cost of the same from any amount due, or may become due, to the contractor. For determining the quantum of amount to be deducted, one day will be treated as 3 shifts and the minimum deduction will be for one shift.

8. Subletting of the contract is not permitted.

9. It shall be the responsibility of contractor to protect the public including Mormugao Port Trust and others and his employees against accidents from any cause and shall indemnify and protect the Board against any claims for damages or bodily injury to person or property resulting from any such accidents.

10. In every case in which by virtue of the provision of Section 12, Sub Section (1) of the Workmen's Compensation Act, 1923, the Board is obliged to pay compensation, to a workman employed by the contractor in execution of works, the Board will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of the Board under Section 12, Sub Section (2) of the said Act, the Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Board to the Contractor whether under this contract or otherwise. The Board shall not be bound to contest any claim made against it under section 12, sub section (1) of the said Act except on the written request of the contractor and upon his giving to the Board full security for all costs for which the Board might become liable in consequence of contesting such claim.

11. (a). No labour below the age of 18 years shall be employed in the work on board the Vessels.

(b) The Contractor shall pay to every employee engaged by him on the work at a rate not less than the minimum rate of wages fixed by the Goa State /Central Government from time to time under the Minimum Wages Act 1948 and he shall comply with the provision of the said Act and all the prevailing the Rules as applicable on date.

12. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the Rules framed by the Board/Government from time to time for the protection of health and sanitary arrangements for his workers employed in Mormugao Port Trust.

13. On the breach of any terms of conditions of this contract by the Contractor, the Board shall be entitled to retain the Security deposit, or the balance thereof, that may at that time be remaining and to realize the same as damages and compensation for the said breach, but without prejudice to the right of the Board to recover any further sums as damages from any sums due or which may become due to the Contractor by the Board or otherwise.

14. It shall be responsibility of the Contractor to settle all disputes, which may arise pertaining to the deployment of the watchkeeper.

15. On completion of the contract, the contractor shall make arrangements to hand over the Vessel and its materials to the Dy. Conservator or his authorized representatives.
16. In the event of any dispute in the contract, it shall be referred to the sole arbitration of the Chairman and his decision will be final.

17. Goods and Service Tax (GST) will be as applicable at the prevailing rates during the tenure of contract.

SPECIAL CONDITIONS
1. The Vessel shall be manned at the site required by the Deputy Conservator, Mormugao Port Trust or his authorized representatives for patrolling, transportation of staff, crew, stores etc.

2. The manning of the Vessels should be made on all days, (Sundays and holidays inclusive) on a round the clock basis. i.e. for 24 hours for the entire period of the contract.

3. The period of contract is four months from the date of commencement of the work.

4. License of watchkeeper employed shall be kept valid throughout the tenancy of the contract.

5. The contractor should cover his employees under ESI & EPF if applicable for benefit of his employees. In case the contractor is making payment for ESI & EPF, same shall be reimbursed by MoPT as per actual on submission of documents.

6. The Vessels shall be manned properly certified by watchkeeper at all times.

7. The payment on manning charges will be made once in a month on submitting a printed bill along with copy of log book.

8. The Vessels shall be maintained clean at all times to the satisfaction of the Deputy Conservator.

9. If the Vessels happens to involve an accident it shall be reported to the Deputy Conservator with immediate effect.

10. The Contractor should keep a register/log book and all operations pertaining to Running and maintenance of the Vessels must be recorded.

11. If the watchkeeper provided to the contractor failed to perform duty, the contractor should immediately arrange for replacement of the other crew and approved by the Deputy Conservator.

12. In case the contractor fails to provide watchkeeper, the Deputy Conservator Shall have full liberty to make alternative arrangements immediately in order to Avoid break down of the service and to recover from the contractor all expenses Incurred in making such alternative arrangements.
13. The contractor should insure his watchkeeper against any accident, loss or damage including total loss an injury and loss of life. This insurance should be valid throughout the tendency of contract.

14. The entire responsibility for the safety of the Vessels, its watchkeeper, workmen and persons making use of the Vessels shall be that of the contractor and the Port will not be responsible for any accident, loss or damage due to any cause.

15. The contractor or his employees should not misuse informations which effect the security of Port activities. Disclosure of such informations to others attracts legal action against the contractor or his watchkeeper.

16. The Contractor will be fully responsible for the safety of all person engaged by him and shall strictly observe all the necessary safety precautions and regulations applicable to the particular type of work. The Contractor shall arrange to take insurance coverage for the personnel employed by him for carrying out the work. The Contractor should check his equipments to ensure safety of his personnel and property. The Mormugao Port Trust shall not be held responsible for any accidents leading to loss of life, disability of permanent or temporary nature and also for loss or damage to equipments and property.

17. I hereby agree to observe, perform, fulfill and keep all the covenants, stipulations, or in defaults to forfeit and pay to the Board of Trustees of Mormugao Port Trust or their permitted assignees the sum of money mentioned in the said conditions.

18. Identity Cards / Entry Passes: The contractor arrange for providing Harbour Entry Passes to his / her own employees which should be got countersigned by the Port Authorities. HEP passes will be provided by MPT free of cost. The contractor should issue pay slip to the deployed persons for every month with respect to their wages.

Tenderer’s Signature with seal.
# Schedule A

## List of Documents – to be submitted online

### PART 1 - TECHNICAL BID

<table>
<thead>
<tr>
<th>Sr no.</th>
<th>Description of Documents</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Tender Documents (non-refundable) in the form of NEFT/RTGS/ Debit/ credit card/DD/Banker’s Cheque</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>EMD for Rs.20,000/- in the form of NEFT/RTGS/ Debit/ credit card/DD/Banker’s cheque</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>Tender document duly filled (except price bid), signed and stamped on all the pages.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>Undertaking regarding illegal methods for influencing tender process Annexure-I</td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Disclosure of payment made/ proposed to be made to the intermediaries in connection with the tender Annexure-II</td>
<td>Yes / No</td>
</tr>
<tr>
<td>6</td>
<td>Undertaking that no changes have been made in the tender document downloaded Annexure-III</td>
<td>Yes / No</td>
</tr>
<tr>
<td>7</td>
<td>Undertaking that price bid does not contain any techno commercial conditions Annexure-IV</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8</td>
<td>A. The tenderer shall be a registered company in India, having registered office in India.</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>B. Average Annual Turnover of the tenderer shall not be less than Rs.3,40,800/- per annum for last three financial years i.e. 2015-16, 2016-17, 2017-18.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. The tenderer should have carried out at least one year experience in manning of offshore crafts owned by state /central govt or PSU’s or private companies with minimum 3000 HP propulsion power in the last 7 years upto due date of submission of the tender as follows:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Three completed or ongoing works under each work order costing not less than Rs. 4,54,400 each (or)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) Two completed or ongoing works under each work order costing not less than Rs.6,81,600.00 each (or)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) One completed or ongoing works under each work order costing not less than Rs. 9,08,800.00.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D. The tenderer should have a valid RPSL license number issued by DG shipping for manning of similar vessels.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E. The tenderer should have ISO-9002 certification. All above proof of document to be submitted to this office online scanned copy.</td>
<td></td>
</tr>
</tbody>
</table>

Note: All the documents submitted by the Tenderer shall be neatly filed and page numbered or properly marked.

Tenderer’s Signature with seal.
**PART 2 - PRICE BID**

**Name of Work:** Manning of Harbour Tug ‘Tag Shiv”, Tag 8 & Tag 20 Offshore vessels for a period of four months on purely contract basis.”

Name and address of tenderer: ________________________________

<table>
<thead>
<tr>
<th>Description of work:</th>
<th>Qty.</th>
<th>Rate in figures. (Rupees per day per watch keeper)</th>
<th>Rate in words (Rupees per day per watch keeper)</th>
<th>Goods and Service Tax (GST) in % to be indicated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manning charges of 03 nos. Vessels with 03 nos. watchkeeper on each vessel will include crew salary, food cost onboard, service charge and other incidental expenses.</td>
<td>09 nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Condition:**
The above price is inclusive of all taxes and duties but excluding the Goods and Service Tax (GST) if applicable will be paid by MoPT as per prevailing rates. The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods / services in the price bid. The Price is firm and without escalation.
ANNEXURE I (PROFORMA OF UNDERTAKING)
REGARDING ILLEGAL METHODS FOR INFLUENCING TENDER PROCESS

To
The Dy. Conservator,
Mormugao Port Trust,
Headland Sada, Goa

Dear Sir,
I/ We do hereby undertake that I/We have not made any payment or illegal gratification to any person / authority connected with the Tender process of Tender No. .................................. so as to influence the Tender process and have not committed any offence in connection with the Tender.

Yours faithfully,
Signature :
Name & Designation :
ANNEXURE II (PROFORMA OF UNDERTAKING)
THAT NO CHANGES HAVE BEEN MADE IN THE TENDER DOCUMENT DOWNLOADED
To
The Dy. Conservator,
Mormugao Port Trust,
Headland Sada, Goa

Dear Sir,

We…………………………………………………………………………………………………………
…………………………………………………………………………………………………………do
hereby confirm that no changes have been
made in the tender document downloaded and submitted by us for the Tender No

Yours faithfully,

Signature :
Name & Designation :
ANNEXURE III (PROFORMA OF UNDERTAKING)
THAT PRICE BID DOES NOT CONTAIN ANY CONDITION

To
The Dy. Conservator,
Mormugao Port Trust,
Headland Sada, Goa

Dear Sir,
We…………………………………………………………………………………………………………
…………………………………
……………………………..do hereby confirm that PRICE BID of the tender submitted by us for
the
Tender No. ………………………… do not contain any condition.

Yours faithfully,

Signature :
Name & Designation :
ANNEXURE IV
Covering Letter

Dated:

To,
Deputy Conservator,
Marine Department
Mormugao Port Trust,

Dear Sir,

1. I/we, _________________________________ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for…………………………………….. to Mormugao Port Trust.

2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

3. I/We shall make available to Mormugao Port Trust (hereinafter referred to as MoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. I/we acknowledge the right of MoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/we also certify the following:
   a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind.
   b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that:
   a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by MoPT thereon.
   b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. I/we understand that MoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. __________________________(Name of Tenderer) hereby undertakes that I/we will abide by the decision of MoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by MoPT in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s)………………………………………
Name: ………………………………………..
Designation: ……………………………………
Date : ………………………………………..

Seal
ANNEXURE-V  
On Bidder’s Letterhead

DETAILS TO BE SUBMITTED BY THE BIDDERS FOR E.F.T. PAYMENT AND CREATION OF DATA BASE FOR VENDOR CODE

A. VENDOR DETAILS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Organization</td>
</tr>
<tr>
<td>2</td>
<td>Address (in detail)</td>
</tr>
<tr>
<td>3</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>4</td>
<td>E-mail ID</td>
</tr>
<tr>
<td>5</td>
<td>PAN No.</td>
</tr>
<tr>
<td>6</td>
<td>Tax Identification No. (TIN)</td>
</tr>
<tr>
<td>7</td>
<td>GST Registration No.</td>
</tr>
<tr>
<td>8</td>
<td>Employee Provident Fund (EPF) Registration No.</td>
</tr>
<tr>
<td>9</td>
<td>Employee State Insurance Scheme (ESIS) Registration No.</td>
</tr>
</tbody>
</table>

B. BANK DETAILS OF BIDDER

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bank Name</td>
</tr>
<tr>
<td>2</td>
<td>Bank Branch Address (in detail)</td>
</tr>
<tr>
<td>3</td>
<td>Bank Branch code</td>
</tr>
<tr>
<td>4</td>
<td>Bank Account No.</td>
</tr>
<tr>
<td>5</td>
<td>Bank Account Type</td>
</tr>
<tr>
<td>6</td>
<td>Magnetic Ink Character Recognizer (MICR).</td>
</tr>
<tr>
<td>7</td>
<td>IFSC Code.</td>
</tr>
</tbody>
</table>

SIGNATURE OF BIDDER
# ANNEXURE-VI

## PROFORMA FOR GST DETAILS

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Particular</th>
<th>Mormugao Port Trust</th>
<th>Parties Data Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Customer Name as per GST Registration Certificate</td>
<td>Mormugao Port Trust</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Full Postal Address</td>
<td>Administrative</td>
<td>Building, Headland Sada.</td>
</tr>
<tr>
<td>3</td>
<td>City</td>
<td>Goa</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pin code</td>
<td>403 804</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>PAN</td>
<td>AAALM0293P</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Type of Person</td>
<td>Local Authority</td>
<td>Company/Firm/Individual/Trust/LLP/AOP</td>
</tr>
<tr>
<td>7</td>
<td>Resident/Non Resident as per Income Tax Act</td>
<td>Resident</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>ARN No.</td>
<td>AA30617001663N</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Provisional ID</td>
<td>30AAALM0293P1ZY</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>GST No.</td>
<td>30AAALM0293P1ZY</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>PPOB (Principal Place of Business) or APOB (Additional Place of Business)</td>
<td>PPOB</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)</td>
<td>NA (Registered Under GST)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)</td>
<td>Service Provider</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Whether Falling under SEZ unit or Developer? (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Whether B2B or B2c (B= Business &amp;</td>
<td>B2B</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Whether Opted for Composition Levy Scheme? (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Whether falling under casual taxable person as per Section 2(20) of CGST Act, 2017 (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Whether falling under Non Resident taxable person as per section 2(77) of CGST Act, 2017 ? (Yes or No)</td>
<td>No.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Central Excise Registration No.</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Service Tax Registration No.</td>
<td>AAALM0293PST001</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>VAT - TIN</td>
<td>30181201096</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>CST - TIN</td>
<td>V/CST/1683</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>IEC</td>
<td>1706000073</td>
<td></td>
</tr>
</tbody>
</table>

I, Mr./Mrs. _______________________________(Proprietor/Partner/Director) of M/s _______________________________ do certify that the information given above is complete and correct.

______________________________

Place : Signature of the Bidder

Date : (Name: )
MORMUGAO PORT TRUST

FORM OF AGREEMENT

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

WHEREAS the Board of Trustees of the port of Mormugao is desirous of the work comprising Manning of Harbour Tug ‘ Tag Shiv”, Tag 8 & Tag 20 Offshore vessels for a period of four months on purely contract basis on purely contract basis.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

1. Tender Notice
2. Instruction to Tenderers
3. Terms and Conditions
4. Annexes
5. Schedule of Price

The contractor hereby convenience with the Board of trustees of Mormugao port to deploy of persons incomplete and maintain the “persons “in conformity in all respects with the provision of the agreement.
The Board of the Trustees of Mormugao port hereby covenants to pay the contractor in consideration of such services of the works the “Contract price” at the time and in the manner prescribed by the contract.

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

For and on behalf of the Employer/ Board
Signed: [insert signature]
in the capacity of [ insert title or other appropriate designation ]
in the presence of [insert identification of official witness]

For and on behalf of the Contractor
Signed: [insert signature of authorized representative(s) of the Contractor ]
in the capacity of [ insert title or other appropriate designation ]
in the presence of [ insert identification of official witness]