MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

e-TENDER No. CE/37/2019

AN ISO 9001-2015 PORT
ISPS CODE Compliant

e-TENDER FOR “MAGNETOMETER AND BATHYMETRY
INSPECTION SERVICES”

THROUGH E–TENDER ON WEB SITE

https://eprocure.gov.in/eprocure/app
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

e- PORTAL NOTICE INVITING ONLINE TENDER

e-TENDER No. **CE/37/2019**

**e-TENDER FOR “MAGNETOMETER AND BATHYMETRY NSPECTION SERVICES”**

Pre Bid Meeting Date & Time : N.A
Sales Start Date : 13/09/2019
Last date & time : 19/09/2019 at 15.00 hrs.
Cover I opening : 20/09/2019 at 15.30 hrs.

**Further Details:** [https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)

Chief Engineer
Name of the Work: “MAGNETOMETER AND BATHYMETRY INSPECTION SERVICES”

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MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/37/2019

Name of the Work: “MAGNETOMETER AND BATHYMETRY INSPECTION SERVICES”

FIRST COVER (TECHNICAL BID)

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)
MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT

NOTICE INVITING ONLINE TENDERS (NIOT)

Details about tender:

<table>
<thead>
<tr>
<th>Tender inviting</th>
<th>CHIEF ENGINEER, MORMUGAO PORT TRUST</th>
</tr>
</thead>
<tbody>
<tr>
<td>e - Tender No.</td>
<td>e-TENDER No. <strong>CE/37/2019</strong></td>
</tr>
<tr>
<td>Name of Work</td>
<td>e-TENDER FOR “MAGNETOMETER AND BATHYMETRY INSPECTION SERVICES”</td>
</tr>
<tr>
<td>Bidding Type</td>
<td>Open (e-tender mode only)</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>Tender Cost</td>
<td>Rs. 2,000 /-</td>
</tr>
<tr>
<td>EMD Cost</td>
<td>Rs. 13,000 /-</td>
</tr>
<tr>
<td>Mode of Payment</td>
<td>e-Payment Only</td>
</tr>
<tr>
<td>Payment of Tender Fee &amp; EMD</td>
<td>The Tender fee and EMD shall be paid in e-payment mode only. The EMD exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be submitted in electronic format (by scanning) while uploading the bid. Mode of Payment towards Tender Cost and EMD to be paid online through e-Payment mode before due date via: 1. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS. Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank. 2. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay. 3. Net Banking: Payment can be made through the Internet Banking of Any Bank. <strong>Note:</strong> Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</td>
</tr>
<tr>
<td><strong>Security Deposit</strong></td>
<td>5% of the contract value in the form Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Commencement Period</strong></td>
<td>Within 03 days from date of Issue of the work order.</td>
</tr>
<tr>
<td><strong>Period of Contract</strong></td>
<td>Within <strong>05 working days.</strong> (including monsoons)</td>
</tr>
</tbody>
</table>

**Qualifying Criteria:**

**PRE-QUALIFICATION CRITERIA / BIDDING CONDITION**  
1. The bidder or his parent company should have **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2019 should be at least **Rs. 1,95,000/-**. Auditors report in original certified by CA or statutory auditors, for the years 2016-17, 2017-18 and 2018-19 including relevant P/L a/c and balance sheet. In case of the Foreign Bidders the audited financial statement for the calendar year ending 2017, 2018 and 2019 should be submitted.

2. The bidder or his parent company should have thorough experience in similar works during the last 07 years prior to application due date, should be either of the following:

   i. Three similar completed works of contract value not less than Rs. 2.60 lakhs

   ii. Two similar completed works of contract value not less than Rs. 3.90 lakhs

   iii. One similar completed work of contract value not less than Rs. 5.20 lakhs

   ‘SIMILAR’ Works – means **“Work related to Magnetometer and Bathymetry services”**

**Please Note:** The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2016-17, 2017-18 and 2018-19 (Provisional / original copy certified by Chartered Accountant/ Statutory Auditor with Profit /Loss Account and balance sheet). The work order copies for similar works where experience is being claimed, successful completion certificates with performance certificates from clients indicating the date of completion, value of work done is required for the technical evaluation without which the technical scrutiny cannot be carried out and bid will be outright rejected without giving any clarification to the tenderers.

<table>
<thead>
<tr>
<th><strong>Date &amp; Place of PreBid Meeting</strong></th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date for submission of Bids</strong></td>
<td><strong>14/09/2019 @ 10:00 Hrs</strong></td>
</tr>
<tr>
<td><strong>Last Date &amp; Time for Receipt of Bids</strong></td>
<td><strong>19/09/2019 @ 15:00 Hrs.</strong></td>
</tr>
<tr>
<td>Bid Opening Date</td>
<td>Techno-commercial Bid (Cover-I) will be opened on <strong>20/09/2019 @ 15:30 Hrs.</strong> Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Bid Validity</td>
<td><strong>120 days</strong> from the last date fixed for receiving the tender.</td>
</tr>
</tbody>
</table>
| Online Documents required to be submitted by scanning | a. EMD in the form of DD or Bankers cheque or online through e-payment.  
c. Entire Tender document, each page and form duly signed and filled in. |
| Address for communication: | **Chief Engineer,**  
Mormugao Port Trust,  
2nd Floor, A.O. Bldg,  
Headland Sada,  
Mormugao, Goa – 403804. |
| Contact Details | **For Tender related queries --- Phone :**0832 – 2594617 ;  
**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. |
| Website          | [https://eprocure.gov.in / eprocure/ app](https://eprocure.gov.in / eprocure/) |

**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.
INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bidders to follow the following procedure to submit the bids 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: online through the e-tender site 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 Enrollment” on the CPP Portal which is free of charge.

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

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

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

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

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

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

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

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

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

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

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. Date of submission of Bids is from 14-09-2019 at 10:00 hrs onwards.

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.

Chief Engineer
MORMUGAO PORT TRUST
**MORMUGAO PORT TRUST**  
**ENGINEERING CIVIL DEPARTMENT**

**TENDER NO CE/37/2019**

“MAGNETOMETER AND BATHYMETRY INSPECTION SERVICES”

**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

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>AAALMO293P</td>
</tr>
<tr>
<td>Name &amp; Mobile Number of responsible person</td>
<td>RAGHUNATH MORAJKER / 9423059702</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>
INSTRUCTION TO TENDERERS (ITT)

Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of “MAGNETOMETER AND BATHYMETRY INSPECTION SERVICES”.

1.2 Bidder is required to submit their tender offer in the form of Two cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT.

1.3 The Notice Inviting Tenders (NIOT) issued by MPT forms part of the Tendering Documents.

1.4 The Bidder shall make his all out efforts to ensure the correctness of Documents available on the Web site. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from MPT.

1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)

1. The bidder or his parent company or joint venture or partnership should having **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2019 should be at least Rs. **1,95,500/-** Auditors report in original certified by CA or statutory auditors, for the years 2016-17, 2017-18 and 2018-19 including relevant P/L a/c and balance sheet. In case of the Foreign Bidders the audited financial statement for the calendar year ending 2017, 2018 and 2019 should be submitted.

2. The bidder or his parent company or Joint Venture or partnership should have thorough experience in similar works during the last 07 years prior to application due date, should be either of the following.
   i. Three similar completed works of contract value not less than Rs. **2.60** lakhs
   ii. Two similar completed works of contract value not less than Rs. **3.90** lakhs
   iii. One similar completed work of contract value not less than Rs. **5.20** lakhs

‘SIMILAR’ Works – means “Work related to Magnetometer and Bathymetry services”

Please Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2016-17, 2017-18 and 2018-19 (original copy certified by Chartered Accountant/Statutory Auditor with Profit /Loss Account and balance sheet). The work order copies for similar works where experience is being claimed, successful completion certificates with performance certificate from clients indicating the date of completion, value of work done is required for the technical evaluation without which the technical scrutiny cannot be carried out and bid will be outright rejected without giving any clarification to the tenderers.
1.6 **LAST DATE FOR SUBMISSION OF TENDER**

The final date of submission is as indicated at the NIO. MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected.

1.7 **BIDDER TO INFORM HIMSELF FULLY**

a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document.

b. The Bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.

c. Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.8. **EARNEST MONEY DEPOSIT (EMD)**

a. The Bidder shall furnish an EMD of **Rs. 13,000/-**, without EMD the tender shall be treated invalid. The **E.M.D. shall be paid through e-payment mode, for amount Rs. 13,000/-, or EMD shall be submitted in the form of Demand Draft OR Bankers cheque** from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.

b. To claim EMD exemption of the tenderers are required to produce an attested copy of the registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority or any empowered Central/State Govt. Authority registration Certificate shall be submitted in electronic format (by scanning) while uploading the bid.

c. In the event of Bidder withdrawing his tender before the expiry of **tender validity period of 120 days** from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.

d. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender.
e. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 03 days of issue of work order.

1.9. **Performance Guarantee (Security Deposit):**

The successful bidder has to furnish 5% of the contract value towards Performance Guarantee within 05 days of the issue of Work Order / Purchase Order, in the form of Demand Draft or Banker Cheque, failing to furnish the Performance Guarantee within the prescribed time, the tender is liable to be terminated and entire amount of EMD will be forfeited. The Performance Guarantee amount shall be retained with the Port till the issue of completion certificate plus claim period of 2 months.

2.0 **Retention Money:**

Not applicable for this work.

2.1 **MPT’S RIGHT TO ANNUL THE BIDDING PROCESS**

a. Not withstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.

b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.

c. MPT reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

2.2 **TENDER VALIDITY**

The tender shall remain valid for acceptance for a period of 120 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

2.3. **AUTHORITY IN SIGNING TENDER DOCUMENTS**

a. The tender document and Price Bid shall be submitted by the person or persons duly authorized to sign on behalf of the Bidders.

b. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per Appendix - VI.

c. The tender, if submitted on behalf of principals or a Partnership Firm or Joint
Venture should be signed either by all the partners or some of the partners or other person/s holding a valid “Power of Attorney” from other partners or all the partners constituting the firm or the Principals as the case may be. The technical and financial experience of the Parent Company / Joint venture /Partnership/ Principal can be considered subject to submission of the documentary evidence for the wreck removal works carried out.

d. In the event, the tender is signed by some of the partners or other persons or the Agents, the Tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals/ JV partners specifying that the partners or person/s or Agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.

e. In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.4 **AMENDMENTS**

a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Bidders prior to the last date for submission of the tender in writing either by post or e-mail including displaying the said amendment on MPT web site. The prospective Bidders shall immediately acknowledge receipt thereof either by post or mail (scanned copy with seal & sign) followed by hard copy.

b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

2.5 **TEST OF RESPONSIVENESS**

Prior to evaluation of Tender, the Authority shall determine whether each Tender is responsive to the requirements of the tender. A tender shall be considered responsive only if:

a. It is received by the Tender Due date including any extension thereof;

b. Tender cost of **Rs 2,000/-** and the Earnest Money Deposit of **Rs 13,000/-** has been remitted through e-payment or DD or Bankers Check as indicated at the NIOT or exemption claimed by producing an attested copy of registration certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority.

c. The Auditor’s report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2016-17, 2017-18 and 2018-19 as per Appendix - IV, along with relevant profit and loss statements and balance sheets.

d. Copies of work order for similar works, successful completion certificate with performance and value of work done to be submitted in electronic format.

e. The Power of Attorney, as per Appendix- XI, to be furnished in electronic format.

f. The tender document along with all the forms to be filled and submitted online with sign and seal.
g. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix - XII
ii) The bidder shall submit copy of valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.
iii) The Bidder should not be black listed by any Government or Non Government Organization as per Appendix - VII

iv) INTEGRITY PACT *(Not applicable for this work)*

### 2.6 ERRORS IN THE TENDER DOCUMENT

a. Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.

b. Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Bidder to comply with the request may result in the rejection of its Tender.

c. Provided that the Tender is substantially responsive, the Port shall correct arithmetical errors on the following basis:

   (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Port there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

   (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and

   (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

d. If the Bidder that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected.

### 2.7 OTHER EXPENSES

All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT’s attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of G o a or any statutory bodies shall be paid by the Contractor for stamp duty.
2.8 CONTRACT WORKS AND CONTRACT PRICE

a. The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. anned hereto.

b. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and Plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

c. SCHEDULE OF PRICE

- The Schedule of price shall be read in conjunction with all other sections of bidding document. The Schedule of Price bid shall be submitted signed by a person or persons duly authorized to sign on behalf of bidders consists of all the works mentioned in the scope of works and Technical Specifications.

- The total prices will be evaluated based on lowest offer among competitive offer.

- **The price offered should be firm and inclusive of all taxes & duties except GST. GST will be paid extra as applicable.**

d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract and Special Condition of Contract.

e. The Price shall include all expenditure incurred towards mobilization and demobilization.

f. Price shall be quoted in Indian Rupees only.

2.9 LANGUAGE OF TENDER

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and MPT shall be written in the English language.

3.0 PRE-BID CONFERENCE (Not applicable for this work)

3.1 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID

A Tender that is substantially responsive is that which conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Deputy Conservator will examine and seek clarification if any and list out the firms, which are found responsive and BOQ of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

The date and time will be intimated to Bidders whose offers are found suitable and BOQ of such Bidders will be opened.

After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder’s bid.

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

**OPENING OF PRICE BID**

**COVER – II DETAILS: BID (BOQ) - PRICE SCHEDULE**

The date of opening of the Price cover will be intimated to the bidder who will qualify for technical cover. Price should be quoted in “Price Schedule” (as per BOQ).

3.2 **EVALUATION OF PRICE BID**

a. The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.

b. MPT will evaluate and compare only those bids, which are substantially responsive.

c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.

d. In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.

e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.
3.3 **MPT’S RIGHT TO ACCEPT OR REJECT A BID**

MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

3.4 **AWARD OF CONTRACT**

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/explanation to the Contractors as regards non-acceptance of their Bid. Port reserves right to award the work or reject subject to decision of the Board.

CHIEF ENGINEER
MORMUGAO PORT TRUST
GENERAL CONDITIONS OF CONTRACT.

SECTION - I
1.1 GENERAL CONDITIONS

1. The agency / contractor shall conduct site inspection and apprise itself about the details on site. The Tenderer shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communications, transport, equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, water tides table etc. Ignorance of the site conditions shall not be accepted by the client as basis for any claim for compensation or extension of time.

2. The agency / Contractor shall obtain necessary Harbour entry Gate Pass for his staff’s, workers, tools, plants, machineries, instruments, construction materials, etc. required for the work, well in advance (with minimum two (2) days in advance of Port holidays and Sundays). The contractor shall obtain the passes from the Port through online system. The Harbour Entry Gate Passes for vehicles, labourers, staff’s and material passes shall be free of cost. Contractor shall print gate pass booklet for material entry as per MPT format at Contractor’s cost. Any delay caused in receipt of passes due to any reason whatsoever shall not be construed as valid reason for granting extension of work completion period.

3. Before commencement of the work and within Three (03) days on receipt of Work Order (Purchase Order) from the Port, the contractor shall submit to the Chief Engineer, a bar chart for the work, indicating the duration of various activities of work along with details of machineries, instruments, and number of workers, staff schedule to be mobilized and deployed for the work.

4. The Chief Engineer may during progress of work, order the removal of equipment and part / whole of such work already executed, which is found not to be in accordance with drawings, specifications and instructions of the Purchaser. No extra claim shall be entertained for re-executing or altering of such works. Similarly the Contractor immediately at his own expense shall remove any materials brought to site and instructed by the Chief Engineer or his representative to remove the same from the site., Port premises, etc.
5. Contractor along with his Civil Engineer shall be present for the weekly/monthly meeting at 09.30 hrs. in the Chief Engineer's cabin or at any office/Site and time as directed by the Port with BarChart, Tender, drawings, reports, etc. to review the progress/discrepancies in the work, failing which the contract is liable for termination.

6. All handling and transport charges, toll charges etc. of raw materials and fabricated structures including double handling as required for completion of the work in accordance with time schedule are deemed to be included in the quoted rates.

7. Contractor shall follow all safety norms throughout the period of work. Provisions of Indian Navigation Standards and other sound engineering practices shall be followed for the same.

8. Contractor shall take all the precautions for rain, storm etc. and no liability shall rest with the Chief Engineer for any loss of plant, machinery, labour or incases of cost involved due to re-erection, rectification, remobilization, or retrieval of lost equipment, machinery etc. due to any unforseen factors.

9. Contractor shall not remove any material or equipment brought by him from construction site without written permission from the Chief Engineer.

10. Sequence of work

Contractor shall plan and sequence all works so as to achieve the desired progress keeping in mind overall safety and stability at all point of time. If due to particular design or specification or availability of machines or any other reason, a particular sequence of operation is demanded by the Engineer due to which some interruption to any one or more types of work or items of execution are inherent, then no claim for such interruption shall be entertained and contractor shall have to follow the sequence as instructed by the Engineer. The Contractor shall make all safety provisions and employ trained staff, proper tools and equipments for diving operations at a depth of 15-20 mtr w.r.t CD and also conduct videography.

11. Contractor shall not abandon the work half way through, and should therefore suitably plan and take all engineering measures for completion of work in the work completion period.

12. Contractor should obtain written permission from the Chief Engineer for demobilization of equipment and machinery, which will be granted on request after completion of work in all respects.

13. Contractor shall provide insurance cover to all the equipment, machinery and men deployed for the work. MPT shall not be held liable for any damages or losses incurred by the contractor during the execution of the work.
14. **Damages**

Any existing services or other properties if damaged or demolished during the course of execution either willfully or negligently, shall be repaired or re-erected by the Diving agency / Contractor. The Contractor will take all precautions against damages due to rain and storm and no liability shall rest with the Chief Engineer/ Mormugao Port Trust for any loss for redoing of any work due to this account. Existing Port services coming in the way of execution of this work etc. have to be adequately considered and supported by the Contractor at his own cost so as to avoid any obstruction or delay into the Port services.

15. The costs towards accommodation of staff and local conveyance for transportation of diving team from residence to site shall be borne by the Diving agency / contractor.

16. **SITE REGISTERS**

16.1 The contractor shall maintain and update all records of labour employed for this work and produce the same to the Controlling Officer regularly and any other Competent Authority as and when required.

The following minimum records shall be maintained:

i) Muster roll.
ii) Register of Wages.
iii) Material Register (stating total received, consumption and balance)
iv) Site Instruction Book
v) Joint Record/Measurement Register
vi) Any other records to be maintained under various acts as applicable and as instructed by Chief Engineer or his representative. The contractor shall keep all registers in safe custody.

17. The contractor should carry out CAR (Contractors all risk) insurance policy, and insure all the equipment and machinery and men deployed for the work. The contractor shall produce the attested copies of insurance premiums made and the policies.

18. **Permits**

All necessary licences, approvals, authorisations or permits required to undertake and Complete the Services without let or hindrance shall be obtained and maintained by the Contractor. The Company shall provide the Contractor with all reasonable assistance in this connection.

19. The contractor shall arrange at his own risk and cost towards security services for the man and equipment’s deployed at work site.
20. **Liabilities**

(a) The contractor will indemnify and hold the MPT harmless in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the services hereunder to any of the following persons:

(i) any servant, agent or sub-contractor of the contractor.

(ii) any other person at or near the site of the operation for whatever purpose on behalf or at the request of the contractor.

(b) Neither the MPT nor its servants, agents or sub-contractors for loss or damage of whatsoever nature sustained by the contractors owned or hired – in craft or equipment whether or not the same is due to breach of contractor, negligence or any other fault on the part of the MPT, its servants, agents or sub-contractors

(c) Neither party shall be liable to the other part for:

(i) any loss of profit, loss of use or loss of production whatsoever and whether or indirectly from the performance or non-performance of this agreement, and whether or not the same is due to negligence or any other fault on the part of either party, their servants, agents or sub-contractors: or

(ii) any consequential loss or damages for any whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either party, their servants, agents or sub-contractors.

21. **Notices clauses**

a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Agreement shall be in writing and shall, unless specifically provided in this Agreement to the contrary, be sent to the address for that other party as set out in Boxes 2 and 3 or as appropriate or to such other address as the other party may designate in writing.

A notice may be sent by registered or recorded mail, facsimile, electronically or delivered by hand in accordance with this sub-clause.

(b) Any notice given under this Agreement shall take effect on receipt by the other party and shall be deemed to have been received.

(i) If posted, on the seventh (7) day after posting:

(ii) If sent by facsimile or electronically, on the day of transmission; or

(iii) If delivered by hand. On the day of delivery.

And in each case proof of posting, handing in or transmission shall be proof that notice has been given. Unless proven to the contrary.
22. **General Provisions.**

(a) **Severability**

If in any legal proceedings, it is determined that any provision of this Agreement is unenforceable under applicable law, then the unenforceable provision shall automatically be amended to conform to that which is enforceable under the law, in any event, the validity or enforceability of any provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision has not been included.

(b) **Third party Beneficiaries**

Except as specifically provided for elsewhere in this Agreement, this Agreement shall not be construed to confer any benefit on any third party not a party to this Agreement nor shall this Agreement provided any rights to such third party to enforce any provision of this Agreement.

(c) **Waiver**

No benefit or right accruing to either party under this Agreement shall be waived unless the waiver is reduced to writing and signed by both the Contractor and the MPT. The failure of either party to exercise any of its rights under this Agreement including but not limited to either party’s failure to comply with any time limit set out in this Agreement, shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Agreement.

(d) **Warranty of Authority**

The contractor and the MPT each warrant and represent that the person whose signature appears in Party I above is its representative and is duly authorized to execute this Agreement as a binding commitment of such party.

(e) **GENERAL OBLIGATION OF THE PORT**

In execution of the Works no person other than the Contractor, sub Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his authorised representative, but the Engineer in charge, his authorised representative, other authorities and officials of MPT shall be afforded to inspect all facilities arranged by the Contractor at site.

(f) **FRAUD AND CORRUPTION**

The Port as well as Bidder, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, MPT:

a) Defines, for the purpose of this provision the terms set forth below as follows:
(i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

b) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial non competitive levels and;

c) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

d) Will blacklist a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;

e) Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

(f) **EXECUTION**

The Contractor shall, in consideration of payments to be made to him as herein after provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.

Bidders should obtain temporary pass from MPT Traffic Manager at Main Admin Building, third floor, Mormugao Port Trust, Headland Sada, Vasco 403 802 to gain entry into the Trust’s premises if necessary.

(g) **SIGNING OF AGREEMENT (NOT APPLICABLE TO THIS CONTRACT)**

(i) The Contractor shall execute an Agreement with the Trust within 30 days from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 30 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed further to participate in the Trust’s tenders.

(ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper shall be purchased in the state of Goa.

(iii) The place of stamping and signing of Agreement shall be at MPT only. Cost of Stamp paper for commercial agreement is Rs. 1000/- (Rupees One Thousand only).
Further, if the successful Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Contractor shall form a binding Contract between the Trust and the Contractor.

The Contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

(h) LABOUR
a. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the work within the completion period as stipulated in the tender.

b. In the event of any outbreak of illness or 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.

c. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

d. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, IE Act 1956, etc.

e. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.

f. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.
g. The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.

h. If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner’s interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.

i. The Contractor shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Contractor to his labourers. The Contractor shall also submit periodical returns of labour employed by him and wages paid, to the Port’s representatives.

j. The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPT shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

k. Contractor shall obtain prior permission of the Chief Engineer to work on Sundays and Public Holidays and is also liable for payment of overtime to the MPT staff deployed beyond the normal shift and office hours and on holidays.

(I) FAIR WAGES

a) The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons will be paid as applicable.

b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub Contractor in connection with the said work, as if the labourer had been immediately employed by him.

c) Display of notices regarding wages etc:
The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.

d) Wages book and wage slips:
The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-
Rate of daily or monthly wages,

   i) Nature of work on which employed,
   ii) Total No. of days worked during each wage period.
   iii) Total amount payable for the work during each wage period.
   iv) All deductions made from the wages with an indication in each case of the 
       ground for which the deductions are made. Wages actually paid for each wages 
       period.
   vi) A wage slip for each worker employed on work provided that the Port may grant 
       exemption from the maintenance of the wage slip, if in his opinion not more than 
       19 persons are likely to be employed directly or indirectly on the work but in any 
       case he will have to maintain wage books.

e) Preservation of books and slips:
   The wage book and the wage slips shall be preserved for a period of not less than 12 
   months after the date of last entry made in it.

f) Inspection of books and slips:
   The Contractor shall allow inspection of the aforesaid wage books and wage slips to 
   any of his workers or to an agent at a convenient time and place after due notice 
   is received from the Engineer or any other person authorized by him on his behalf.

g) Powers of the Board to make investigation/enquiries:
   The Board or any other persons authorized by him on his behalf shall have powers 
   to make enquiries with a view to ascertaining the enforcement due and proper 
   observance of the “Fair Wages Clause”. He shall also have the power to 
   investigate into any complaint regarding any default made by the Contractor or 
   sub-contractor in regard to such provision. The Port shall have the right to 
   deduct from the money due to the Contractor any sum required or estimated to 
   be required for making good the loss suffered by a worker or workers by reason 
   of non-payment of aforesaid fair wages, except on account of any deduction that 
   may be permissible under any law for the time being in force.

(m) INCOME TAX DEDUCTION
Income tax, if any, as per the relevant provision of the Income Tax Act shall be 
deducted at source from any payment payable to the Contractor.

(n) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS
Any claim for interest will not be entertained by MPT with respect to any payment or 
balance which may be in their hands owning to any disputes between themselves 
and the Contractor or with respect to any delay on part of MPT in making payment.

(o) FORCE MAJEAURE
If the Supply, Installation, Testing and Commissioning of equipment is hindered due to 
force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like 
rain, flood, earthquake, cyclone, draught, etc. such period shall be exempted from 
Completion period of this tender document.

(p) LABOUR LAWS
The Contractor shall comply with all the provisions of the Labour Laws and the rules and 
regulations made there under as amended from time to time and as applicable from
time to time with regard to the employees to be deployed by the Contractor during contract period.

(q) ACCEPTANCE OF OFFER
The Contractor shall acknowledge the receipt of Order/ LETTER OF ACCEPTANCE within 7 days of mailing of the same and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused will be recovered by MPT by forfeiting the Earnest Money Deposit/Bid bond.

(r) SUB-LETTING OF THE WORK
The sub-letting of the work is not permitted in the said contract.

(s) TERMS OF PAYMENT
The bill will be certified for payment only after successful and satisfactory completion of the work as certified by the Chief Engineer or his representative.

The contractor shall submit the complete report/relevant documents including ESI and PF deductions in respect of their employees alongwith the bill. The PAN, TIN, ESI, PF, Service Tax registration no., Name of the bank, State, Branch, MICR No., type of account and email address for EFT/ECS should be indicated on the bills for payment. Bills without the above details will not be processed. Payment shall be effected by EFT/ECS only.

(t) CANCELLATION FEE / LIQUIDATED DAMAGES
"In the event of failure by the contractor to commence the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board’s terms thereof, the security deposit of 10% of the contract price will be forfeited. In case of the delay in completion of wreck removal work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board’s terms thereof, the contractor shall be liable to pay the Board as Liquidated Damages in a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% of the contract price and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit”.

(u) ACCESS TO PORT AREA
The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer. The Tenderer shall contact the Chief Engineer, Engineering (civil) Department, 2nd Floor, Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. Phone :0832- 2594601 Email : mgptce@gmail.com or sudin.pd@gmail.com.

(v) PERFORMANCE GUARANTEE / SECURITY DEPOSIT:

The contractor shall furnish Security Deposit towards performance guarantee within 05 days from date of receipt of this Work Order. This security deposit shall remain valid till the issue of completion certificate plus 2 months. The value of security deposit / performance guarantee should be 5 % of the contract value.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/ 37 /2019

Name of Work: “Magnetometer and Bathymetry Inspection services”

SCOPE OF WORK AND GENERAL CONDITIONS

INTRODUCTION

The Port has employed contractor for dismantling of 02 no. Mooring Dolphins from the water area near to the Breakwater berth. The work is under progress. The pile cap deck slab has been cut and removed. The Piles dismantling and removing out from level of (-) 15.00 mtr. w.r.t CD is in progress.

SCOPE OF WORK and CONDITIONS

1. The work involves carrying out Magnetometer studies and bathymetry studies in the grid of 1 m x 1 m. for the area of the 02 nos. Dismantled Mooring Dolphins areas location in water areas in front of breakwater berths viz. approx.. 400 sqm per dolphin and total area is 800 sqm.

2. The total survey area is approx.. 20m x 20m per dismantled dolphin location. Therefore the total area of both the dolphins locations is 800 sqm

3. The following equipment should be made available with the survey team and other equipment.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Items</th>
<th>Qty (min)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Survey Launch with all installed equipment</td>
<td>01 no</td>
</tr>
<tr>
<td>ii)</td>
<td>Magentometer survey equipment</td>
<td>1 set</td>
</tr>
<tr>
<td>iii)</td>
<td>Echo sounder equipment</td>
<td>1 set</td>
</tr>
<tr>
<td>iv)</td>
<td>DGPS system</td>
<td>1 set</td>
</tr>
<tr>
<td>v)</td>
<td>Software PDS 2000 or equivalent hydrographic survey software</td>
<td>1 unit</td>
</tr>
<tr>
<td>vi)</td>
<td>Lead chain for barcheck</td>
<td>1 set</td>
</tr>
<tr>
<td>vii)</td>
<td>Autocad on system</td>
<td>1 unit</td>
</tr>
</tbody>
</table>

Note: The contractor shall have to provide any other tool / equipment necessary for smooth and efficient operation and completion of job and no extra charge shall be paid to him on account of this.
4. Contractor shall make own arrangements for emergency medical care during the survey operation and will ensure medical fitness of. Absence due to medical fitness will not qualify for any payment.

5. The department will not be responsible in any way for any damage / accident that may take place in the course of the underwater job. Any damage to the installation / equipment during contract period due to carelessness on the part of contractor shall be responsibility of contractor and be replaced / rectified by him without any extra cost.

6. All staff should be insured and provide valid insurance proof before commencement of the work.

7. The contractor should be responsible to ensure safety measures during the work. The contractor and / or supervisor engaged by the contractor for the supervision of the work should be well aware of the safety and health practises and its effective implementation. The contractor should have sufficient variety and stock of suitable safety gears and its use by workmen should be ensured at all occasions. In case of any mishap the contractor / diving agency shall be fully responsible and bear the entire financial liability and legal outcome. MPT shall not bear any responsibility or compensation.

8. The contractor shall make his own arrangement and comply with all acts / laws and other statutory provisions, rules, regulations and byelaws as are applicable or which might become applicable with regard to the performance of the work and engagement of workers.

9. All the requisite registers / documents required under the labour / workmen law shall be maintained by the contractor and need to be produced as and when required.
FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust,
MORMUGAO HEADLAND SADA (GOA),
I/We __________________________ do hereby offer to execute the work comprised in the annexed Tender “Magnetometer and Bathymetry services” in strict accordance with the Instructions to Tenderers, General Conditions of Contract (GCC), Specifications, etc. at the rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities and Rates in the tender within 120 Days from the date receipt of work order. We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port Mormugao. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the Liquidated damages at the rate of 0.5% of the contract price per week or part thereof delay in work subject to a maximum ceiling at 5% of the contract price represents a fair estimate of the loss likely to result from the delay.

3. I/We enclose herewith a sum of Rs. 13,000 /- (Rupees Thirteen thousand only) towards Earnest Money Deposit in the form of Demand draft / Bankers cheque as proof of my/our willingness to enter into the contract if my / our tender is accepted.

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

5. I/We also agree, if awarded the contract that the earnest money lodged with this tender will be retained by the Trustees towards part of the Security Deposit and to make further deposit by Demand Draft or in the form of Banker cheque from a Nationalized Bank / Scheduled Bank, within 05 days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5% of the contract price of my/our tender by way of deductions from my/our bills at the rate of 10% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.
7. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the said tender annexed hereto, so far as applicable or in default thereof to forfeit and pay the Board of Trustees and/or its assignees, the sum of money mentioned in the said conditions or in default thereof, to forfeit the Earnest Money deposited by me/us.

8. I/we undertake, if our tender is accepted, to commence the work within 03 days of issue of work order of the Chief Engineer’s orders to commence and to complete and deliver the whole of the work comprised in the contract within the time allowed for the work.

9. A sum of Rs. 13,000/- (Rupees thirteen thousand only) towards Earnest Money Deposit has been deposited by me/us with the Financial Adviser and Chief Accounts Officer of Mormugao Port Trust as Earnest Money, the full value of which is to be absolutely forfeited to the Board of Trustees without prejudice to any other rights or remedies of the said Board, should I/we fail to commence the work specified in the above mentioned memorandum, otherwise the said sum of Rs. 13,000/- (Rupees Thirteen thousand only) shall be detained by the Port Trust as part of the Security Deposit as aforesaid.

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

11. I/we further agree that if I/we withdraw the tender before the expiration of this period or till work completion, the Earnest Money deposited shall be forfeited to the Board.

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

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

14. I/We have enclosed herewith the following completed documents as required under instructions to tenderers:-
   a) Organisation Chart.
   b) List of similar works carried out by me/us.
   c) Bar Chart/ CPM Chart.
   d) List and description of main plant and equipments proposed to be used on this work and Proforma 1 to 3
   e) Check list and Vendor Registration Form

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

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>AGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>_______ Years</td>
</tr>
<tr>
<td>2.</td>
<td>_______ Years</td>
</tr>
<tr>
<td>3.</td>
<td>_______ Years</td>
</tr>
<tr>
<td>4.</td>
<td>_______ Years</td>
</tr>
</tbody>
</table>

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

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

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

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

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

Witness’s   Tenderer’s
Signature ____________________ Signature ____________________
Name _______________________ Name _______________________
Address _____________________ Address _____________________

_________________________  __________________________
Tel. No. ___________________  Tel No. ___________________
Hand Phone (Mobile) No. ________________

Date ________________ Date ________________

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

Here the Name of the Bank should be stated.

NAME AND ADDRESS OF TENDERER:

__________________________________

__________________________________

SIGNATURE OF TENDERER

Witness: - _____________

Date: ____________ Day of ________ 2019

Witness: - _____________

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Initial Security and Time.</td>
<td>11(1)</td>
<td>Five percent of the contract price and 2 months.</td>
</tr>
<tr>
<td>2.</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38</td>
<td>03 days</td>
</tr>
<tr>
<td>3.</td>
<td>Period of Completion Applicable</td>
<td>40</td>
<td>(05) Five days (including Monsoons)</td>
</tr>
<tr>
<td>4.</td>
<td>Amount of liquidated damages. Applicable if Completion of Part I delayed beyond scheduled date of completion</td>
<td>43</td>
<td>Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.</td>
</tr>
<tr>
<td>5.</td>
<td>Free Maintenance Period. Applicable</td>
<td>45(1)</td>
<td>N.A.</td>
</tr>
<tr>
<td>6.</td>
<td>Percentage of retention from each running account bill</td>
<td>54(1)</td>
<td>N.A.</td>
</tr>
<tr>
<td>7.</td>
<td>Limit of Retention Money</td>
<td>54(1)</td>
<td>N.A.</td>
</tr>
<tr>
<td>8.</td>
<td>Total initial Security Deposit</td>
<td>11(1)</td>
<td>5% value of the contract.</td>
</tr>
<tr>
<td>9.</td>
<td>Minimum amount of interim Certificate</td>
<td>54(1)</td>
<td>N.A.</td>
</tr>
<tr>
<td>10.</td>
<td>Time within which payment to be made after contractor’s submission of the bill based on joint measurement.</td>
<td>54(1)</td>
<td>100 % within 15 working days</td>
</tr>
<tr>
<td>11.</td>
<td>Mobilization Advance</td>
<td>N.A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Rate</td>
<td>Additional Information</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>12.</td>
<td>Interest rate on mobilization advance.</td>
<td>N.A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>13.</td>
<td>Mode of recovery of Mobilization Advance</td>
<td>N.A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>14.</td>
<td>Variation in price, labour and materials.</td>
<td>70</td>
<td>Not Applicable to this contract.</td>
</tr>
<tr>
<td>15.</td>
<td>Arbitration Clause</td>
<td>66</td>
<td>Not Applicable to this contract.</td>
</tr>
<tr>
<td>16.</td>
<td>Minimum amount of third party Insurance.</td>
<td>Cl. No.13 to 15 of G.C.C.</td>
<td>5% of the tendered amount.</td>
</tr>
<tr>
<td>17.</td>
<td>Lease rent.</td>
<td>Cl. No.9 to 11 of G.C.C.</td>
<td>Refer Appendix III</td>
</tr>
</tbody>
</table>

Dated this ____ Day of 2019

Signature -------- in the capacity of ____________________________

duly authorised to sign tender for and

On behalf of ____________________________

(IN BLOCK LETTERS) - ____________________________

Address

---------------------------------------------------

---------------------------------------------------

Witness: ____________________________

---------------------------------------------------

Occupation: ____________________________
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/37/2019

Name of Work: “Magnetometer and Bathymetry Inspection services”

APPENDIX- II

MATERIALS TO BE SUPPLIED BY THE DEPARTMENT FOR THE WORK

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of materials</th>
<th>Approx. qty. to be supplied</th>
<th>Unit</th>
<th>Rate in Figures/Words</th>
<th>Place of Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Water</td>
<td>--</td>
<td>Cubic Metre</td>
<td>Rs.44/m3 (Rupees Forty for only)</td>
<td>Ref. Clause No.9.19 of Special Conditions – Vol.I</td>
</tr>
<tr>
<td>2.</td>
<td>Electric Power</td>
<td>----</td>
<td>KWH</td>
<td>Electric supply as per the relevant rate applicable and supply point will be indicated by the CME’s Department.</td>
<td>Ref.Clauses No.9.20 of Special Conditions – Vol.I</td>
</tr>
</tbody>
</table>

Note: Above materials shall be provided subject to availability. The Contractor shall make his own arrangements in case of non-availability of the above.

__________________________________________________________
SIGNATURE OF THE CONTRACTOR
MORMUGAO PORT TRUST
ENGINEERING (CIVIL ) DEPARTMENT

TENDER No. CE / 37 /2019

APPENDIX- III

ESTATE RENTAL CHARGES

Name of Work : “Magnetometer and Bathymetry Inspection services”

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate*</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Licence fees on Port land for Site Office,Stores, Labour Quarters and other structures.</td>
<td>Rs.</td>
<td>Payment shall be made to CDC Section, Finance Dept, before submission of running bills</td>
</tr>
</tbody>
</table>

Rate shall be charged per 10 sq. m. or part thereof per calendar month or part thereof.

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

SIGNATURE OF THE TENDERER
Name of Work: “Magnetometer and Bathymetry Inspection services”

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

<table>
<thead>
<tr>
<th>FINANCIAL YEAR</th>
<th>ANNUAL TURNOVER (In Indian Rupees)</th>
<th>NET WORTH (In Indian Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE:
1. Audited balance sheets in original with Profit & Loss account statement for the last 3 financial years (i.e. 2016-2017, 2017-18 and 2018-19) are enclosed along with the bid. In case of the Foreign Bidders the audited financial statement for the calendar year ending 2016, 2017 and 2018 should be submitted.

2. Bidder shall work out Net worth on following basis:
Net Worth: Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year). In case of Foreign Bidders to convert the foreign currency value of annual turnover and net worth into Indian Rupees in the above columns.

3. The technical and financial experience of the Bidder can be Parent Company / Joint Venture /Partnership/Principal can be considered subject to submission of the documentary evidence for the wreck removal works carried out.

SIGNATURE OF BIDDER:
NAME OF BIDDER:
COMPANY SEAL:
MORMUGAO PORT TRUST
ENGINEERING (CIVIL ) DEPARTMENT

TENDER No. CE/37/2019

APPENDIX- V

Name of Work: “Magnetometer and Bathymetry Inspection services”

EXECUTION OF SIMILAR WORK CARRIED OUT AS PRINCIPAL CONTRACTOR DURING EACH OF LAST SEVEN YEARS ENDING 31ST MARCH 2019.

(Rs. in lakhs)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Tender No.</th>
<th>Name of the work</th>
<th>Employer</th>
<th>Amount Received Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

NAME, SIGNATURE:

& SEAL OF TENDERER:

DATE:
TENDER No. CE/37 /2019

APPENDIX- VI

Name of Work: “Magnetometer and Bathymetry Inspection services”

LIST OF PROFESSIONALS TO BE DEPUTED FOR THE SUBJECT WORK
(USE CONTINUATION SHEET IF REQUIRED)

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>NAME OF PERSON</th>
<th>AGE</th>
<th>QUALIFICATION</th>
<th>PROFESSIONAL EXPERIENCE DETAILS</th>
<th>POSITION HELD IN THE FIRM</th>
<th>SINCE WHEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NAME, SIGNATURE
& SEAL OF TENDERER:

DATE:
MORMUGAO PORT TRUST
ENGINEERING (CIVIL ) DEPARTMENT

APPENDIX- VII

Name of Work: “Magnetometer and Bathymetry Inspection services”

DECLARATION FORM

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Yes / No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Agree to all terms and conditions of Tender and declare that no changes are made to the Port’s original Tender Document</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Have you ever been Black listed by any Government / PSU</td>
<td></td>
</tr>
</tbody>
</table>

Firm’s Sign and Seal

Place:

Date:
FORMAT OF POWER OF ATTORNEY

Dated: __________

POWER OF ATTORNEY
To Whomsoever It May Concern

Mr. ______________________ (Name of the Person(s)), domicile at ___________________________ (Address), acting as ________________________ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of ________________________ (Name of the Tenderer) to provide information and respond to enquiries etc. as may be required by the Port or any governmental authority for the ________________________ (project title) and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. ________________________)

For _______________________________ (Name of the Tenderer)
APPENDIX - XII

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch :
2. Account Number :
3. MICR Number :
4. Type of Account :
5. IFSC Number :
6. CST / VAT Number :
7. Copy of PAN Card :
8. TIN Number :
9. Service Tax Regn. No.:
10. EPF No. :
11. ESI Regn. No.

Bidder’s Name, Sign and Seal

Place:

Date:
APPENDIX-XIV NOT APPLICABLE FOR THIS CONTRACT

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

Ref: Title: ______________________
Tender No.: ______________________ Date: ________________.

WHEREAS _______________________________________(herein after called “the Bidder”) has/have submitted his/their bid dated __________ for ___________________________ (hereinafter called the “the Bid”).

KNOWN ALL MEN by these presents that we __________________________________ having our registered office at __________________________________ having our registered office at __________________________ (hereinafter called “the Bank”) are bound onto Mormugao Port Trust (hereinafter called Mormugao Port Trust) in the sum of Rs. _________ (Rupees __________________) only, for which payment will and truly to be made to the said Mormugao Port Trust, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this ________________ day of _______ 20______.

THE CONDITIONS under which the EMD shall be forfeited are as under:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form, after bid opening or
2. If the Bidder submits fraudulent documents and / or wrong information in support of it’s eligibility / qualification or
3. If the Bidder, having been notified of the acceptance of its bid by Mormugao Port Trust during the period of bid validity,
   a) fails to sign the Agreement or
   b) fails to submit the required initial security deposit and/or does not agree to carry out the obligations as per the tender conditions.

   We undertake to pay to Mormugao Port Trust the above amount, according to and upon receipt of their first written demand, without Mormugao Port Trust having to substantiate their demand, provided that in their demand Mormugao Port Trust will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above-stated conditions, specifying the occurred condition or conditions.

   This Bank Guarantee shall be payable at (Detail Postal Address of the branch with code no. where payable), Vasco-da-gama, Goa

   THIS GUARANTEE will remain in force up to and including Dt. ______and any demand in respect thereof should reach the Bank not later than such date.

   The above reference (TENDER No.) must be used for all correspondences on this Bank Guarantee.

   (Name of the Bank)
   By __________
   Title  Authorized Representative

   (Signature of witness)

   Name & Address of witness:

CHECK LIST OF DOCUMENTS TO BE SUBMITTED
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>PARTICULARS</th>
<th>Appendix</th>
<th>Submitted Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Financial Turnover</td>
<td>IV</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Execution of similar works</td>
<td>V</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>List of personnel</td>
<td>VI</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Declaration form</td>
<td>VII</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Power of Attorney</td>
<td>XI</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Bank details for ECS payment</td>
<td>XII</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Bank Guarantee for EMD</td>
<td>XIV</td>
<td></td>
</tr>
</tbody>
</table>
### APPENDIX - XV

#### CHECKLIST FOR FURNISHING SCANNED DOCUMENTS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Tick mark if attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of Tender/EMD in the form of e-payment</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Work Order copies</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Completion Certificates with performance report</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Financial turnover</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>P/L Account and Balance statement</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Entire Tender document, each page and form duly signed and filled in</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Tender Form</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Power of Attorney</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Declaration Form</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Bank Details</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Proforma of Pre Contract Integrity Pact</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Bank Guarantee Format</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Copies of GST Registration Certificate, PAN, VAT, EPF registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and ESI registration number</td>
<td></td>
</tr>
</tbody>
</table>
# VENDOR REGISTRATION FORM

1. Name of the Organization : _____________________________

2. Address (In Detail) : _____________________________
   ______________________________________
   ______________________________________
   ______________________________________

3. Telephone Number : _____________________________

4. E-Mail Id : _____________________________

5. Permanent Account Number (PAN) : _____________________________

6. Bank Name : _____________________________

7. Bank Branch Address ( In Detail) : _____________________________
   ______________________________________
   ______________________________________
   ______________________________________

8. Bank Branch Code : _____________________________

9. Bank Account Number : _____________________________

10. Bank Account Type : _____________________________

11. Magnetic Ink Character Recognizer (MICR) : _____________________________
    ______________________________________
12. Tax Identification Number (TIN) : ____________________________

13. GST Registration Number : ____________________________

14. Service Tax Registration Code : ____________________________

15. CST Registration Number : ____________________________

16. Employee Provident Fund (EPF) Registration Number :
   ____________________________

17. Employee State Insurance Scheme (ESIS) Registration Number :
   ____________________________

18. IFSC Code : ____________________________
MORMUGAO PORT TRUST
ENGINEERING CIVIL DEPARTMENT

e-TENDER No. CE/37/2019

e- TENDER FOR

(Cover No: 2)

“Magnetometer and Bathymetry Inspection services”

https://eprocure.gov.in/eprocure/app
MORMUGAO PORT TRUST

ENGINEERING (CIVIL) DEPARTMENT

e - TENDER NO: CE/ 37 /2019

“FINANCIAL BID”

(BOQ)

FOR

“Magnetometer and Bathymetry Inspection services”

Further details https://eprocure.gov.in/eprocure/app
E-TENDER No. CE/37/2019

e-tender for “Magnetometer and Bathymetry Inspection services”

COVER NO. 2 (FINANCIAL BID)

1. Directions to Tenderers for filling in the Schedule of quantities & rates
2. Schedule of Quantities & Rates

MORMUGAO PORT TRUST,
ENGINEERING CIVIL DEPARTMENT,
MAIN ADMINISTRATIVE OFFICE BLDG,
HEADLAND, SADA, GOA.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

e-tender for “Magnetometer and Bathymetry Inspection services”

DIRECTIONS TO TENDERERS FOR FILLING
THE SCHEDULE OF QUANTITIES & RATES.

1. Tenderers are required to fill in their ITEM rate in the Price in the space provided for the purpose and unless this is done, their tender will not be considered. Only one item rate on all Rates of Schedule of Quantities & Rates shall be named.

2. The Amount / Rate inserted shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.

3. Quantity of item of work mentioned in the Schedule should be noted and the rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted. The amount / rate quoted at the end of the Schedule of Quantities & Rates, will apply to all the items of work involved in execution of the subject tender and any excess in the item that may be directed to be executed by the Chief Engineer.

4. The tender value shall be rounded off to the nearest rupee.

5. In the event there is variation in specification of drawing, bill of quantities and general specification the bill of quantities will prevail.

6. The bidder shall quote the price exclusive of GST. Applicable GST shall be paid extra on the quoted price.

7. The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management, execution and safety practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

8. The work description against each are not exhaustive in themselves and be deemed to include all the necessary and ancillary works involved for successful completion of that item and the entire works.

Chief Engineer
e-tender for “Magnetometer and Bathymetry Inspection services”

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description of work</th>
<th>Unit of Qty.</th>
<th>Qty.</th>
<th>Rate Per Rs. P.</th>
<th>Rate At Rs. P.</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conducting Magnetometer and Bathymetry survey studies for the area of the dismantled Mooring Dolphins at 2 location each of size 20 x 20 m. Total area of 800 sqm for the 02 dolphins. Survey to be done in a grid of 1m x 1m and report of magnetometer and bathymetry survey shall be submitted in triplicate within 02 days of completion of work including autocad drawings etc. Cost to include providing survey launch with all tools and equipment for conducting the studies, experienced personnel, etc. All tools, equipment, plants and labour and materials any additional exigencies, etc complete.</td>
<td>No. 02</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL AMOUNT OF TENDER (EXCLUDING GST) ESTIMATEED AMOUNT
I hereby agree to execute the work at

Rs. ________________________________
Rupees ___________________________
__________________________________

Name of the Contractor

Quoted Amount

Difference Amount

(Tender Amount in Words
Rupees__________________________________________
__________________________________________________only)

TENDERER’S NAME & SIGN WITH SEAL
Place :
Date:

Note: The offered rates shall be inclusive of all taxes and duties, GST shall be extra as applicable. If new tax is imposed by Central/State Govt, other than GST the same shall be borne by the contractor.