



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS**

- A. 1. Name and full address of the Contractor  
to whom the Tender Documents are issued. :
2. Whether registered with Engineering (Civil)  
Department, if so, class of registration. :
3. If not registered, reference to the letter of the Chief  
Engineer authorising issue of the tender Documents. :
4. Date of issue of Tender Documents. :

\_\_\_\_\_  
**Assistant Exec Engineer (Accts)**

- B. 1. Name of work: "**Repairs to Mooring Dolphin No:3 at Mormugao Port.**  
."
2. Cost of each set of Tender Documents : Rs. 2,500/-
3. Date of Sale of Tender Documents : From: 27/05/2016  
To 16/06/2016 up to  
15.00hrs.
4. Date of receipt of tender and time : On 17/06//2016 upto  
15.00hrs
5. Amount of E.M.D. : Rs.97,200 /-
6. Date of opening of tender and time : On 17/06/2016  
at 15.30 hours.
- 7 a) Whether E..M.D. received : Yes/No.  
b) if so, in which shape : Demand Draft
8. Form of contract : Percentage rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in : Yes/No.  
the tenders both in words and figures.
11. Total No. of Tenders received for the work :

\_\_\_\_\_  
**Assistant Exe.Engineer (Accts)**

\_\_\_\_\_  
**SUPERINTENDING ENGINEER(HR)**



**MORMUGAO PORT TRUST  
CIVIL ENGINEERING DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work : “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

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**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No: 3 at Mormugao Port.”**

**F I R S T C O V E R (TECHNICAL BID)**

**(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)**



An ISO 9001:2000 PORT

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

[www.mptgoa.com](http://www.mptgoa.com)

**NOTICE INVITING TENDER**

**TENDER NOTICE NO.CE/N-48/2016**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

Sealed Percentage Rate tenders in Two Cover System are invited from the contractors registered with MPT, PWD, CPWD, Railway, Central/State Govt., GSIDC, etc. from experienced Contractors having experienced in similar works for the following work fulfilling Minimum Eligibility Criteria.

Cost of Tender Document	Estimated Cost put to Tender	Tender Sale From/To	Submission on	Opening on
EMD	Completion Time			
Rs.2500/- (Rupees Two thousand five hundred only)	Rs. 97,17,301/- (Rupees Ninety Seven Lakhs Seventeen thousand Three hundred one only )	27/05/2016 To 16/06/2016 Upto 15.00 hrs.	17/06/2016 Upto 15.00 hrs.	17/06/2016  At 15.30 hrs. Technical Bid (Cover No.I)
Rs. 97200 /- (Rupees Nine seven thousand Two hundred only)	Three (3) Months			

Detailed tender notice along with complete tender documents can be downloaded from our website [www.mptgoa.com](http://www.mptgoa.com) on or before the last date of sale of tender document. Tenders are also available for sale at the Civil Engineering Department of Mormugao Port Trust.

For further details and general enquiries, prospective bidders may contact the Executive Engineer (Planning), telephone No. 0832 2594608, during working hours before the last date and time of sale of tender document.

**Chief Engineer**



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

**PART – I (i) - UNDERTAKING BY THE TENDERER**

To,  
The Trustees of the PORT OF MORMUGAO,

I/We, M/s \_\_\_\_\_ have gone through the tender document carefully and hereby confirm as under:

The complete tender set i.e. First Cover and Second Cover in sealed cover separately and together in a separate cover is returned WITHOUT any defacement, addition, alternation or interpolation. All such addition or alteration has been indicated separately in our tender covering letter with all the relevant Annexures and Proformae duly filled in.

I/We have submitted our tender alongwith Earnest Money Deposit separately enclosed in the Envelope. I/We have not indicated anywhere in the first cover the amount of our Financial Bid (Cover No.2).

I/We have not made any counter stipulation and conditions in the Price Bid (Cover No.2) and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you. Percentage Rate quoted by me/us in the schedule of quantities along with other submission will remain valid for the period of 180 days from the submission of the tender.

I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of PORT OF THE MORMUGAO to take further action into the matter.

Witness's : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Address : \_\_\_\_\_  
Tel. No. : \_\_\_\_\_  
Date : \_\_\_\_\_

Tenderer's : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Address : \_\_\_\_\_  
Tel. No. : \_\_\_\_\_  
Date : \_\_\_\_\_



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**PART I (ii) DETAIL NOTICE INVITING TENDER**

**TENDER NOTICE NO. CE/N-48/2016**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

1. SALE OF TENDER DOCUMENTS : On all working days between 27/05/2016 to 16/06/2016 from 9.30 hrs. to 12.00 hrs. and 14.00 hrs. to 15.00 hrs.
2. LAST DATE FOR SALE : Upto 15.00 hrs. on 16/06/2016
3. LAST DATE FOR SUBMISSION OF TENDER (DUE DATE) : Upto 15:00 hrs. on 17/06/2016
4. OPENING DATE FOR FIRST COVER (Technical Bid) : At 15:30 hrs. on 17/06/2016

Note: Any clarification on the bid document bidders may contact the Superintending Engineer (HR), telephone no. 0832 2594608, mobile 9422388196, during working hours before the last date and time of sale of tender document. Port's website [www.mptgoa.com](http://www.mptgoa.com).

MORMUGAO PORT TRUST  
Civil Engineering Department,  
Administrative Office Building  
Headland – Sada. 403804,  
Tel: 0832 252 1160

CHIEF ENGINEER  
MORMUGAO PORT TRUST



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No: 3 at Mormugao Port.”**

**PART I (ii) – DETAIL TENDER NOTICE**

**1. INVITATION**

1.1 Mormugao Port Trust (MPT) invites sealed\* tenders in original under two cover bidding procedure and to the MPT's designs, drawings, relevant I.S. codes and specifications contained and referred directly/indirectly in this tender document and on Percentage Rate basis for the work of **“Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

\* "Sealed" shall mean sealed with wax or closed with gum, to the satisfaction of authority opening the tender.

**1.2. Eligibility Criteria for tendering will be as follows:**

**(A) Financial Criteria :**

- i) The average annual financial turnover during the last three years ending 31<sup>st</sup> March 2015 of the tenderer should be at least **Rs. 30 lakhs.**

**Note: In support of above financial criteria tenderer shall have to submit documents such as Income tax Returns alongwith acknowledgement for last three financial years, Service tax registration certificate, Audited statement of Balance Sheet, Profit and Loss Account Statement duly certified by Chartered Accountant for last three financial years.**

**(B) Technical Criteria**

- (ii) The firm shall have experience of successfully completing “similar works” during last seven years ending March, 2015, in either of the following:
- (a) **Three similar works each costing not less than Rs. 0.40 Cr.**  
OR
- (b) **Two similar works each costing not less than Rs. 0.50 Cr.**  
OR
- (c) **One similar work costing not less than Rs. 0.80Cr.**

**Note: (i) “Similar works” means the works Involving either Construction of Marine piling works or marine repairs works.**

(ii) **In support of above Technical Criteria tenderer shall have to submit documents such as Completion certificates from the clients wherein completion amount, date of commencement, date of completion and extension of time if any duly certified by Notary for last seven years.**

1.2.1 The Tenderer should have executed works in the MES/ Railways/ Airport Authorities /Public Sector Govt. Undertakings/ State Governments / Port Authorities. Completion certificate shall mention clearly as regards to above experience mentioned in the definition of 'Similar Works'.

1.2.2 Offers received from the tenderer with counter stipulation and conditions in Financial Bid (Cover No.2) will be summarily rejected and such offers will not be evaluated and considered at all.

1.2.5 Unregistered contractors can submit the tender provided, the firm fulfils minimum eligibility criteria specified in the tender. Successful tenderer shall have to register with the Department in due course of time.

1.3 **Scope of the work :**

The proposed work comprises of:

- a. Mobilisation of pontoon for storing material/hire of boats for transporting pontoon labours etc.
- b. Providing cross bracing for the facilities of cutting pile liners etc.drilling holes in concrete and pouring micro concrete etc.
- c. Cutting of the pile liner for surface preparation of the spalled concrete and repairs to the pile using repair mortar and micro concrete.
- d. Core cutting: i.e drilling the hole of 50mm Dia ion the full depth of the deck slab inserting steel bars.
- e. Anchoring the main Reinforcement to the Existing Pile and the Pile cap by using polyester resin lokset"s"
- f. Fixing of Shear connectors: in the pile using 12 mm dia steel polyester resin lokset"s"
- g. Preparing the surface of the old concrete and application of NITOBOND EP EPOXY jointing compound.
- h. Application of underwater washout high strength cementitious micro concrete.
- i. Curing the newly concreted surface immediately after striking the formworks with NITOBOND "AR"
- j. Filling cracks and gaps using Nitomortors"PE"
- k. Repairs of visible cracks in concrete with a low viscous Epoxy grout- Cobextra EPV.
- l. Drilling and fixing of Non Return nozzles for grouting
- m. Providing and placing M35 Grade in situ concrete using 20 mm nominal size e aggregate for the beams
- n. Providing and fixing tyre fenders structural steel ladders.

The work is required to be carried out strictly as per relevant Indian Standard Specification; the Drawings and as described in Specifications and Schedule of Quantities and Rates contained in this tender document with approved quality of materials.



- 1.4 The estimated cost of the work is **Rs. 97, 17,301/-**. The tenderers are required to offer their percentage rate at the space provided in the Schedule of Quantities and Rates.
- 1.5 The tenderer will have to work in close co-ordination with the other contractors employed, if any.
- 1.6 The quantities provided in the tender are approximate and may vary. The tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of works involved etc. so that they are fully aware of the nature and scope of the works to be carried out before tendering. No claim will be entertained due to variations in the quantities.
- 1.7 **The tenderers will be prequalified based on the information furnished by them. The Second Cover of the only those technically qualified tenderers will be opened on the date which will be intimated to them.**

## **2. PROCEDURE FOR OBTAINING TENDER DOCUMENTS**

- 2.1 The tender documents can be obtained in person from the Office of the Chief Engineer, Mormugao Port Trust, Administrative Office Building, Headland Sada, Mormugao, 403804. Telephone No.0832 2594628 during working hours from 9.30 hours to 12.00 hours & 14.00 hours to 15.00 hours on any working day upto the last day stipulated for the sale of tender documents, on submission of an application in writing on the firm's letterhead and on payment of the prescribed charges set out below:

a ) for the complete set including drawings : **Rs.2,500/- per set**

The above charges are NON-REFUNDABLE.

- 2.2 The interested firms may alternatively download the tender documents from the Mormugao Port Trust web site [www.mptgoa.com](http://www.mptgoa.com). The payment of Rs.2,500 /- ( Rupees two thousand five hundred only ) will have to be made in that case, before the time of submission of the offers or during opening of Technical cover. **Volume I containing the General Conditions of Contract can also be downloaded from the Port's website. Volume – I shall also form the part of Cover No. I.**
- 2.3 The above prescribed charges should be paid in cash or by Demand Draft drawn in favour of "**FA&CAO**", **M P\*T** on any branch of a Scheduled Bank within the jurisdiction of State of Goa.
- 2.4 Tender sets will not be sent by Post OR Courier Service.
- 2.5 The tender documents are NOT TRANSFERABLE.

3. **EARNEST MONEY TO BE DEPOSITED FOR THIS TENDER:**

The Earnest Money to be deposited in respect of this tender is **Rs. 97,200/- (Rupees Ninety Seven Thousand Two Hundred only)** shall be in the form of Demand draft of any Nationalised or Scheduled Bank within the jurisdiction of State of Goa payable at Vasco - Da - Gama.

4. **NUMBER OF COPIES OF TENDER TO BE SUBMITTED:**

The tenderer shall submit one copy (original) each of First cover and Second cover separately as indicated in Clause No. 4 & 5 of Instructions for Preparations and Submissions of Tenders.

5. **RELEASE OF SITE:**

The site is available and will be released to the contractor after the work is awarded. Contractor shall commence the work immediately. It shall be the responsibility of the contractor not to cause any hindrance to the existing traffic and shall not obstruct the daily routine works in the vicinity. The dust, dirt and debris resulted at the site shall be controlled properly and removed daily. The complaints received in this respect will be viewed seriously and the cost of resulted damages, if any will be recovered without any reference. The Tenderer should take all these aspect into account while quoting the tender and to complete the work within stipulated completion period.

6. **TIME FOR COMPLETION OF THE WORK:**

The total completion period for the work is **three (3) months** including monsoon from the date of receipt of acceptance letter or from the date of release of site, whichever is later.

Time is essence of the contract. If the tenderer stipulates a completion period longer than the one stipulated above, the same is liable for rejection.

7. **LIQUIDATED DAMAGES:**

Liquidated damages for delay in completion of the works are 1/2 percent (0.5 %) of the Contract Price of work for delay of each week or part of a week subject to a maximum ceiling of 5 percent of the Contract Price. However, if the work is delayed by more than 25% of the contracted completion period, the contract is liable to be terminated and the balance works are liable to be got completed by Mormugao Port Trust through some other agency at the risk and cost of the defaulting Contractor.

8. **PROGRAMME OF WORKS:**

Every tenderer must prepare and submit with his tender a detailed CPM network based programme and bar chart and list of control milestones for the execution of the work, keeping in mind the site conditions and the possible hindrances due to monsoon, existing rail traffic, etc duly signed and dated in

accordance with Clause 15 of General Conditions of Contract & the Instructions for Preparation and Submission of Tenders. The bar chart and list of control milestones will form part of the tender.

9. **MAINTENANCE PERIOD:**

The free maintenance period is 1 (one) year for all the works covered under this contract from date of completion of the entire work as certified by the Chief Engineer / Engineer's representative.

10. **FACILITIES TO THE CONTRACTOR:**

Tenderers are advised to price their bids after taking into account, among other provisions of the tender documents:

- a) Secured advance against materials brought to site for Permanent Works, will be paid to the contractor. (Refer Clause No. 54 (1) (b) of (G.C.C)
- b) MPT will not supply any material for the work.
- c) As water is not supplied by MPT, the contractor will have to make his own arrangements for water which shall be from an approved source.
- d) If it is not possible to give electric supply from the MPT. The contractor will have to make his own arrangements for drawing the electricity which shall be approved by MPT. Contractor has to maintain generator set of the adequate capacity as back-up electrical supply.

11. **FACILITIES NEED TO BE PROVIDED BY THE CONTRACTOR:**

Tenderer's are advised to price their bids after taking into account the facilities need to be provided by them free of cost to the Employer, which shall include following facilities.

- a) The contractor should install a laboratory consisting of, concrete cube testing machine, dry density of soil under compacted condition and testing of material at his cost at site or has to conduct all the required tests from reputed laboratory as directed by Engineer. No payment for testing of cubes at site/reputed laboratory will be made to the contractor.
- b) Stamp Duty on the Contract Agreement will be borne by the contractor.

12. **EXPENSES INCURRED BY THE TENDERER:**

Mormugao Port Trust will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including costs and expenses related to visit the site.

13. **INSPECTION OF SITE:**

Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Access to the site for inspection will be arranged by Executive Engineer, Civil Engineering Department, Mormugao Port Trust, Administrative Office Building, Headland Sada, Mormugao Vasco, Goa - 403804, Telephone No. 0832 2594608.

14. **RIGHT OF ACCEPTANCE / REJECTION OF ANY TENDER :**

The Board of Trustees of the Port of Mormugao reserves the right to reject any or all tenders without assigning any reason or to accept any tender in part or whole and does not bind itself to accept the lowest or any tender.

15. **DEADLINE FOR RECEIPT AND OPENING OF TENDER:**

- 15.1. The tenders duly completed in accordance with the "Instructions for preparation and submission of tenders" contained in this tender document should be placed in the tender box (marked "Tender No. **CE/47/2016**" ) kept outside the cabin of the Asst. Engineer (Acccts), Civil Engineering Department, Mormugao Port Trust, upto due date as indicated in face sheet.

The First Cover – Technical Cover will be opened at 15.30 hrs. on the due date in the presence of such of the tenderers who may wish to remain present.

- 15.2 The tenders whether sent by post or by hand delivery must reach this office on or before the due date and time. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH POSTED BEFORE THE DUE DATE AND TIME.

- 15.3 Offers sent by telex/telegram/fax will not be considered.

- 15.4 Unsigned tenders will not be considered.

16. **PROCEDURE FOR SUBMISSION OF TENDERS:**

The tenders are required to be submitted in accordance with procedure set out at Clause No.4 of Instructions for Preparation and Submission of tenders.

17. Further to provision to this contract the other recoveries shall also include deduction of Income Tax at source, works contract tax, cess, etc. as may be applicable as per the prevailing rules and regulations.

18. Tax at source as applicable on the value of works contract in terms of Section 28 of Goa Value Added tax (Act) 2005. The present rate of such tax is 1% on the value of the work contract will be deducted from the bill(s) payable to the contractor. The contractor should indicate the registration number with all the applicable statutory authorities regarding service tax, VAT, Sale tax (LST & CST).

19. The tenderers are requested to obtain Certificate of Registration under Rule No.24 of the Building and other Construction Workers Central Rules, 1998 from the office of the Dy. Chief Labour Commissioner, Mormugao.

20. The contractor should comply the provisions of the Building and Construction Workers (Regulations of Employment and Conditions of Services) Act, 1996. The Act envisages that every Contractor shall obtain registration certificate from the Registering Officer, if he engages 10 or more workers for the work.

21. **Tenderers are requested to submit Audited Balance sheets along with their tender and quote their Permanent Account Number (PAN) / Employment Provident Fund No (EPF) and ESI Number. In the absence of this information, The Board of Trustees of the Port of Mormugao will be at the liberty not to consider their tender, which will be deemed to be void.**

22. **VALIDITY OF THE TENDER:**

The tenders shall remain valid for a period of 180 days from the date of submission of Bid offer.

CHIEF ENGINEER  
MORMUGAO PORT TRUST  
MORMUGAO – GOA

Mormugao, Headland Sada.

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



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port..”**

**PART – I (iii) - 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 Notice “**Repairs to Mooring Dolphin No:3 at Mormugao Port.**”

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 within **Three months** from the date receipt of work order or date of release of site whichever is later. I/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 there of's 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. 97,200/- (Rupees Ninety Seven Thousand Two Hundred only)** towards earnest money deposit in the form of Demand draft 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 cheque/demand draft of a Bank Guarantee, within fourteen 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 fulfil 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 and to execute and agreement in the prescribed form with the Mormugao Port Trust within 30 days of the award of the contract, or in default thereof, to forfeit the Earnest Money deposited by me/us. Unless and until, a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

8. I/we undertake, if our tender is accepted, to commence the work within 15 days of receipt 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. 97,200/-** 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. 97,200/-** shall be detained by the Port Trust as a part of the Security Deposit as aforesaid.

10. I/we agree to abide by this tender to be valid for the period of six 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 of six months, or fail to execute an agreement in the form aforesaid within 30 days from the date of award of contract, 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 documents as required under instructions to tenderers:-

- a) Organisation Chart.
- b) List of similar works carried out by me/us with completion/performance certificates.

- c) Bar Chart.
- d) List and description of main plant and equipments proposed to be used on this work.

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:

	NAME	AGE
1.	_____	_____ Years
2.	_____	_____ Years
3.	_____	_____ Years
4.	_____	_____ Years

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 in 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 in 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. \_\_\_\_\_

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 \_\_\_\_\_ 2016

Witness: - \_\_\_\_\_

Witness: - \_\_\_\_\_



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**APPENDIX- I**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

.”

**APPENDIX TO THE TENDER NOTICE - I**

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

<u>Sr. No.</u>	<u>Particulars</u>	<u>Clause of G. C. C.</u>	<u>Applicability for this Work</u>
1.	Amount of initial security and time	11(1)	Five percent of the contract price and 18 months plus 6 months for claims period.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	15 days
3.	Period of Completion	40	3 (three) months
4.	Amount of liquidated damages.	43	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.
5.	Free maintenance period.	45(1)	One Year
6.	Percentage of retention from each running account bill	54(1)	10%.
7.	Limit of Retention Money	54(1)	5% value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	10% value of the contract.
9.	Minimum amount of interim Certificate.	54(1)	Rs. 30,00,000/-.
10.	Time within which payment to be made after contractor's submission of the bill based on joint measurement and submission of all documents.	54(1)	100% within 15 working days
11.	Mobilisation Advance	N.A	Not applicable to this

			contract.
12.	Interest rate on mobilization advance.	N.A	Not applicable to this contract.
13.	Mode of recovery of Mobilisation Advance	N.A	Not applicable to this contract.
14.	Variation in price of labour and materials.	70	Not applicable to this contract.
15.	Arbitration Clause	66	Not applicable to this contract.
16.	Minimum amount of third party Insurance.	Cl. No.13 to 15 of Special Instructions	5% of the tendered amount.
17.	Estate Rental Charges	Cl. No.9 to 11 of Special Instructions	Refer Appendix II.

Dated this ----- day of ----- 2016

Signature ----- in the capacity of \_\_\_\_\_

----- duly authorised to sign tender for and

on behalf of -----.

( IN BLOCK LETTERS )

ADDRESS : -----

-----

-----

Witness : \_\_\_\_\_

\_\_\_\_\_

Occupation : \_\_\_\_\_

\_\_\_\_\_



**APPENDIX- II**

**MORMUGAO PORT TRUST**  
**ENGINEERING ( CIVIL ) DEPARTMENT**

**TENDER No. CE/47/2016**

**ESTATE RENTAL CHARGES**

Sr. No.	Description	Rate		Remarks
		Rs.	Ps.	
1.	Licence fees on Port land for maintenance office buildings and other structures.	Rate will be charged as per Scale of Rates (SOR) prevailing during period of contract.		Payment shall be made to CDC Section, Finance Dept based on the recovery advice.

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

\_\_\_\_\_  
SIGNATURE OF THE CONTRACTOR

\_\_\_\_\_  
CHIEF ENGINEER



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

**PART II (i) - INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF**  
**TENDER**

**1. EARNEST MONEY DEPOSIT (EMD) :**

- 1.1 The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the Earnest Money deposited by the tenderer shall be forfeited.
- 1.2 Earnest Money Deposit will be accepted only in the form of Demand Draft issued from any Nationalised or Scheduled Banks having office in the State of Goa. The same shall be drawn in favour of “FA&CAO/MPT” and payable at Vasco -da- Gama. EMD in cash or in the form of Bank Guarantee will not be accepted.
- 1.3 For Two cover bidding procedure i.e. one is Technical Bid and other is Financial Bid, the E.M.D. should be placed in a third cover. All the three covers shall be placed in fourth cover properly sealed. The inner envelopes should be separately marked “EMD”, “Technical bid” and “Financial Bid”. The outer envelope should bear identifications such as (i) Tender No., (ii) Description of work, (iii) Bidders Name and Address and (iv) Time and Date of Bid opening.
- 1.4 Bids if not accompanied by the requisite Earnest Money Deposit (EMD) and in the manner described at 1.2 and 1.3 above is liable to be rejected at the discretion of the Port.
- 1.5 Tenderers exempted from depositing Earnest Money Deposit (EMD) by the Competent Authority shall attach with the tender, a copy of the letter exempting him/them from lodging the Earnest Money Deposit (EMD). This letter should be placed in a separate cover marked as E.M.D. as indicated at 1.3 above.
- 1.6 Proper receipt for having received the Earnest Money Deposit (EMD) shall be issued to the bidders after opening the bids.

1.7 **Refund of Earnest Money Deposit:**

Mormugao Port Trust will return, generally within 10 days of the opening of the Financial Covers of the tenders; the Earnest Money Deposits lodged by all tenderers except for those whose offers are ranked as the first three lowest acceptable tenders. Such tenderers are requested to contact the Asst. Engineer (Accts), Engineering (Civil) Department in the Head Office for claiming.

1.8 E.M.D. of other tenderers, i.e. any two among the first three lowest tenderers will be refunded to them only after acceptance of work order by successful tenderer. E.M.D. of successful Contractor will be retained as part of Initial Security Deposit (I.S.D.)

1.9 The return of Earnest Money will be effected either by way of returning the Banker's cheque lodged by the tenderers or by issuing a cheque drawn on any Nationalised Bank. The Mormugao Port Trust will not be responsible for reimbursing to the tenderers the Banker's commission for en-cashing the cheque.

2. **INSPECTION OF SITE**

Tenderers are advised to inspect the site before tendering and fully acquaint themselves about the nature and scope of the works to be carried out and other factors relating to the performance of the contract as no claims or complaint/s will be entertained after award of the contract in this context.

3. **DECLARATION AS REGARDS EMPLOYMENT OF MPT'S FORMER CLASS- I OFFICERS**

The tenderer should furnish information before the award of the contract, whether he himself or any of his partners, Directors, or employees had held a Class I post in the Mormugao Port Trust within the period of last two years.

4. **PROCEDURE FOR PREPARATION OF TENDERS BY TENDERERS:**

4.1 The tenderer shall complete the annexed Tender, Schedule of Quantities and Rates and insert all the information called for therein, sign and date them. Unsigned tenders will not be considered. The tenderer shall furnish with the tender a xerox copy of the Power of Attorney or other acceptable authorisation of the person/s signing the tender, unless such copy is already registered with the Mormugao Port Trust.

4.2 Tenderers must return the complete tender set. The tender documents shall not be defaced or detached. Additions and alterations or interpolations shall not be made in the tender document.

- 4.3 The prices and amounts quoted by the tenderer shall allow for all costs including, labour, material, equipment, transport.
- 4.4 Unless otherwise stipulated in the Tender Notice, the tenderer shall submit his tender strictly based on the official design and specifications.
- 4.5 All the tenderer shall submit/ furnish along with the tender the followings:-
- (a) Detailed CPM network/Bar Chart based programme for execution of the work. The network chart shall show the various identifiable activities, their logical inter-dependencies, the duration of each activity, backed up by break-up of the resources based on which the duration has been estimated, the source (owned/ to be purchased/ hired) of the envisaged resources. The network shall show earliest and latest week number of commencement and completion of each activity. Based on an analysis of such a network programme/bar chart and a list of control milestones shall also be submitted. The network, bar chart and list of milestones shall be signed and dated by the tenderer and shall be treated as an integral part of his tender. The starting point of time of such network and bar chart shall be the date of receipt of the acceptance letter by the successful tenderer or handing over of the site or part thereof by the Mormugao Port Trust to the Contractor. The tenderer should note that though the completion period includes monsoon and it is possible that works may be affected by monsoon. However he has to plan all his activities in such a manner that work will be completed in the stipulated period.
  - (b) Organisation Chart.
  - (c) List of similar works carried out by me/us with completion/performance certificates.
  - (d) List and description of main plant and equipments proposed to be used on this work.

5. **SUBMISSION OF TENDER:** The tenderer is required to submit his tender in the manner described below.

5.1 **Tenders invited under Two cover system:**

- 5.1.1 The tender is required to be submitted in Two cover system and First cover shall contain:
- (a) All the tender document i.e. Part I to Part III including the required information of the tenderer's along with the Proformae duly filled in excluding Preamble to Schedule of Quantities and Rates, Schedule of Quantities and Rates and Form of Tender i.e. Part IV which is required to be sealed separately in second cover.
  - (b) All the accompaniments set out in Clause 4.5 above
  - (c) The First sealed cover shall be superscribed with the Tender Number, Name of Work, Due Date and with the words "TECHNICAL BID (Cover No.1) –To Chief Engineer" and should bear in the bottom left corner, the Name of Tenderer.

- (d) Duly executed power of attorney in the name of Bidders authorised representatives to act on behalf of Bidder in case of Firms/ Partnership duly authenticated by a Notary Public.
  - (e) **All Technical Certificates and Financial Statements shall be certified by the Statutory Auditors of the firm. Copy of Appointment Order/ Resolution in respect of Statutory Auditors also to be submitted.**
- 5.1.2 The Second sealed cover shall contain Preamble to Schedule of Quantities and Rates, Schedule of Quantities and Rates and Form of Tender i.e. Part IV in the form as described in Clause No.5.1.1(a) above as the case may be. The Second sealed cover shall be superscribed with the Tender Number, Name of the work, Due date and with the words “FINANCIAL BID– (Cover No.2)” and should bear in the bottom left corner, the Name of the Tenderer.
- 5.1.3 The Tenderer must ensure that his tendered amount or rates are not mentioned, either directly or indirectly in any of the papers enclosed in the First cover. If any such mention is made there, the tender is liable to be treated as invalid and will not be considered.
- 5.1.4 The EMD shall be placed in “Third cover” marked as “EMD” and all the three covers shall be placed in “Fourth cover” properly sealed which shall be superscribed with the Tender Number, Name of the work, Due date and with the words “Complete Tender” and shall be addressed to the Chief Engineer, Mormugao Port Trust. The Name of Tenderer shall appear in the bottom left corner of the cover. Tenderer should also write on this cover whether the tender is submitted against EMD lodged with the tender or against Permanent Earnest Money Deposit.
- 5.2 **Delivery of Tenders**
- 5.2.1 The tenders duly completed in accordance with the "Instructions for preparation and submission of tender" contained in this tender document should be placed in the Tender Box (marked **“Tender No. CE/47/2016”**) kept outside the cabin of the Assistant Engineer (Accts), Civil Engineering Department, Administrative Office Building, Mormugao Port Trust, Headland Sada, Mormugao, 403804, Tel: 0832 2594608. upto 3.00 pm on due date as indicated in face sheet and First cover Chief Engineer, Mormugao Port Trust offers will be opened at 3.30 p.m. on the same date in the presence of such of the tenderers who may wish to be present.
- 5.2.2. The tenders addressed to the Chief Engineer/MPT whether sent by post or by hand delivery must reach the office of the Assistant Engineer (Accts), Civil Engineering Department, Mormugao Port Trust, Administrative Office Building ,Headland Sada , Mormugao ,403804, on or before the due date and time. **OFFERS RECEIVED LATE WILL NOT BE CONSIDERED EVEN THOUGH POSTED BEFORE THE DUE DATE AND TIME.**
- 5.2.3. Offers sent by Telex/Telegram/FAX will **not** be considered.
- 5.2.4. Unsigned tenders will not be considered.



6. **OPENING OF TENDERS:**

- 6.1 The tender will be opened at the time and date notified in the Tender Notice, in the presence of such of the tenderers who may wish to be present.
- 6.2 In the case of Two cover tenders, only the First cover marked to Chief Engineer, (MPT) will be opened at the time and date notified in the Tender Notice.
- 6.3 The Second cover i.e. **“Financial Bid”** of non-qualified bidders will be retained unopened and no correspondence on this decision will be entertained. The Second covers of only those tenderers, who are found to be eligible, will be opened later. The date and the time of opening the Second cover will be notified to the concerned tenderers and the Second cover will be opened in the presence of such of those tenderers who may wish to be present.

7. **VALIDITY PERIOD OF TENDERS**

- The validity period of the tender shall be 180 days after the submission of the Bid Offer. Tenders with a shorter validity period shall be rejected.
8. Tenderers should not send revised or amended offer after the closing day and the time of tender.
9. The contractor shall take special care to protect and support at their own cost the underground service like electrical cables, telephone cables, water-mains, drainage pipelines and other services lines etc. coming in the way of works.
10. Further clarification, if any, can be obtained from the Executive Engineer, (Planning & Co-ordination) Engineering Civil Department, Mormugao Port Trust or by contacting the officer designated in the Tender Notice.
11. The tenderers are not allowed to fill in the tender or seal the tender in the MPT premises.

CHIEF ENGINEER  
MORMUGAO PORT TRUST  
MORMUGAO – GOA

Mormugao, Headland Sada.  
Dated: \_\_\_\_\_

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/47//2016**

**Name of the Work: -“Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

**PART III (iv) PROFORMA OF PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2014, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. \_\_\_\_\_, (Designation of the Officer), Mormugao Port Trust (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited bids for the project of “-“**Repairs to Mooring Dolphin No:3 at Mormugao Port.**” (hereinafter referred to as the “**Project**”) and the BIDDER is submitting his bid for the project and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Mormugao Port Trust.

NOW, THEREFORE,

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

Enabling the EMPLOYER to obtain the desired said stores/equipment/ services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **Commitments of the 'EMPLOYER'**

- 1.1 The 'EMPLOYER' undertakes that no official of the 'EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry

is being conducted by the 'EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5\* The BIDDER further confirms and declares to the 'EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to

commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

#### **4. Previous Transgression**

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

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

#### **5. Earnest Money (Security Deposit)**

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

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

Bid Document).

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of \_\_\_\_\_ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EMPLOYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

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

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

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

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

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'EMPLOYER' or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings." Copy of the Guidelines on Banning of business dealings" is annexed and marked as Annexure.



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

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

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

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

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

## **7. Failure Clause**

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

BIDDER to the 'EMPLOYER', if the contract has already been concluded.

**8. Independent Monitors**

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

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

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

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

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

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

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

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

### **9. Facilitation of Investigation**

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

### **10. Law and Place of Jurisdiction**

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

### **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the

contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_,

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the EMPLOYER in regard to involvement of Indian agents of foreign bidders.



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: ““Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

**PART II (ii) - JOINT VENTURE**

- 1 The number of members in the Joint Venture (JV) shall be restricted to two.
- 2 Lead member of the JV shall have equity share of minimum 51% and maximum 74%. Lead member shall satisfy Financial and Technical criteria specified in the tender.
- 3 Other member of JV shall satisfy Financial criteria specified in the tender. Other member of JV shall execute similar work not less than 15% of the estimated cost of put to tender.
- 4 All the members of the joint venture shall be, jointly raise the finance whenever required and jointly responsible for the liability, during the bidding process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization or memorandum of understanding or joint venture Agreement. The bid shall be signed so as to legally bind all the members, jointly or severally.
- 5 Bids submitted by a joint venture (JV) shall comply with the following requirements:
  - a) A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the bid. JVA shall include among other things, the Joint Venture's objectives, the proposed management structure, the contribution of each partner to the Joint Venture operation, the commitment of the partners to joint and several liability for due performance, recourse / sanctions within the Joint Venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
  - b) The most experienced partner will be the Lead Partner and nominated as the partner- in-charge; in pursuance to Clause 2 and this authorisation shall be evidenced by submitting a power of attorney signed by the legally authorised signatories of all the partners. The most experienced partner (Lead Partner) will be the one defined as such in

the communication approved the pre-qualification.

- c) The most experienced partner (Lead Partner) of the joint venture will provide suitable experienced personnel at site for the purpose of general planning, site management and plant operations, during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
- d) The bid, and in the case of the successful bidder, the Form of Agreement shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Arbitration Agreement etc.)
- e) The partner-in-charge shall be authorised to incur liabilities and to receive instructions for and on behalf of all partners of the Joint Venture and the entire execution of the Contract including payment shall be carried out exclusively through the partner-in-charge. A statement to this effect should be included in the joint venture agreement.
- f) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the joint venture agreement.
- g) Bid Security (EMD) as required can be furnished by any partner but it should be in the name of joint venture.
- h) Performance guarantee, as required, will be furnished by all partner(s), out of their accounts, in proportion to their participation in Joint Venture.
- i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Accounts of the individual partners) to which the individual partner shall contribute their share capital and / or working capital.
- j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received by the JV from the Employer shall be through that account alone.
- k) In the event of default by the most experienced partner (lead Partner), it shall be constructed as default of the Contractor; and Employer will take action under Conditions of Contract.
- l) In the event of any other partner leaving the JV, it shall be intimated to the Employer within 30 days by the other partner(s). Failure to do so shall be construed as default of the Contractor and the Employer may take action under the Conditions of Contract.

- m) In case the joint venture agreement is not acceptable to the Employer, the joint venture will modify the agreement so as to be acceptable to the Employer.
- n) The bid submitted shall include all the information as per the PROFORMA in the bid document and furnished separately for each partner.
- o) In case of withdrawal of any partner from the JV the following shall be applicable:
  - i) Stepping into the shoes of the existing partners of JV with all the liabilities of the existing partners from the beginning of the Contract;
  - ii) With the prior approval of the Employer;
  - iii) Notwithstanding demarcation or allotment of work between two JV partners, JV shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work; and
  - iv) The payments under the contract will only be made to the JV and not to the individual partners.

## JOINT VENTURE PARTNER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below].

Date: insert date (as day, month and year) of Tender Submission].

Tender No.: [insert number of Tendering process]

1. Tenderer's Legal Name: [insert <i>Tenderer's legal name</i> ]
2. JV's Party Legal name: [ <i>insert JV's Party legal name</i> ]
3. JV's Party Country of Registration: [ <i>insert JV's Party country of registration and details of registration</i> ]
4. JV's Party Year of Registration: <i>Insert JV's Party year of registration</i>
5. JV's Party Legal Address in Country/ of Registration: [ <i>insert JV's Party legal address in country of registration</i> ] JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative]
6 Address: [insert address of JV's Party authorized representative]  Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]  Attached are copies of original documents of: [ <i>check the box(es) of the attached original documents</i> ] <ul style="list-style-type: none"><li><input type="radio"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document</li><li><input type="radio"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document</li><li><input type="radio"/> PAN Number</li><li><input type="radio"/> Sales Tax / VAT registration Number</li><li><input type="radio"/> Service Tax Registration Number</li><li><input type="radio"/> Any other documents required for statutory compliance</li></ul>

Duly authorized to sign this Authorization on behalf of : [*Insert complete name of Tenderer*]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [*insert date of signing*]





**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/47/2016**

**PART II (iii) FORM OF AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand six BETWEEN the Board of Trustees of the Port of Mormugao, a body corporate under the Major Port Trusts Act. 1963 (herein under referred to as “the Board” which expression shall unless repugnant to the context or meaning thereof mean and include their successors and assigns) of the ONE PART of M/s. \_\_\_\_\_, having their registered office at \_\_\_\_\_ (hereinafter referred to as “the contractor”, which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the Board is desirous of executing the work of “ \_\_\_\_\_ ” on the terms and conditions stipulated in the contractor’s tender dated \_\_\_\_\_ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the contractor by their above mentioned tender has offered to execute, complete and maintain such work, which tender has been accepted by the Board and such tender with correspondence, specifications, schedule. Amendments and acceptance thereof will constitute abiding contract between the Board and the contractor.

AND WHEREAS the contractor has furnished to the Board, a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ only) as Initial Security for the due performance and observance by the contractor of the terms and conditions of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

01. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.

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

(A) **COVER No. - I**

- a. Contents of Tender Document
- b. Undertaking by the Tenderer
- c. Tender Notice
- d. Clause of General Conditions of Contract.
- e. Appendix I
- f. Appendix II (Estate Rental)
- g. Instructions for preparation and submission of tender.
- h. Joint Ventures
- i. Additional Special Instructions.
- j. Scope of Work
- k. Form of Bank Guarantee for EMD and Security Deposit and Form of Agreement (Annexures I & II)
- l. Indicative Drawing No.
- m. A printed set containing Instructions to tenderers, General and special conditions of contract. (VOLUME –I)

(B) **COVER No. II**

- i) Preamble to Schedule of Quantities and Rates
- ii) Schedule of quantities and rates
- iii) Tender Form

- iv) Contractor's acceptance letter No. \_\_\_\_\_ dated \_\_\_\_\_.
  - iv) Any other relevant correspondence exchanged upto the issue of work order which has not been specifically mentioned above.
  - v) All additional drawings, specifications and written Instructions when issued by or approved in writing by the Chief Engineer as per clause No.9 of the General Conditions.
03. The contractor hereby covenants with the Board to construct, complete and maintain the work in conformity in all respects with the provisions of the contract.
04. The Board hereby covenants to pay to the contractor the contract price in consideration of the construction, completion and maintenance of the work, at the times and in the manner prescribed by the contract.
05. IN WITNESS WHEREOF THE PARTIES HAVE placed their hand and seals, the day, month, year first above written

THE COMMON SEAL OF THE TRUSTEES OF

THE PORT OF MORMUGAO HAS HEREUNTO  
AFFIXED AND THE CHAIRMAN THEREOF CHIEF ENGINEER  
HAS HEREUNTO SET HIS HAND IN THE  
PRESENCE OF

- 1.
- 2.

SIGNED AND SEALED BY THE CONTRACTOR  
IN THE PRESENCE OF

- 1.
- 2.



**ANNEXURE - II**

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL ) DEPARTMENT**

**TENDER No. CE/47/2016**

**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Annexure

Form of Performance guarantee / Bank guarantee bond.

[Reference para 21.1(1)(V)]

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

1. We.....(hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank)  
Pay to the Board an amount not exceeding Rs.....(Rupees.....only)  
on demand by the Board.
2. We .....do hereby undertake to pay the amounts due and payable(indicate the name of the Bank)under this Guarantee without any demur, merely on a demand from the Board stating the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding  
Rs.....(Rupees.....  
.....only).
3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the Contractor(s) shall have no claim against us for making such payment.
4. We..... further agree that the Guarantee herein contained shall(indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of

the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge on behalf of the Board, it certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We..... further agree with the Board that the Board (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers excisable by the Board against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.
8. This Guarantee shall be valid up to .....unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the.....day of .....for .....

(indicate the name of the Bank)



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

**PART – III (i). SCOPE OF WORK AND DRAWINGS**

**1. Scope of the work :**

The proposed work comprises of:

- a. Mobilisation of pontoon for storing material/hire of boats for transporting pontoon labours etc.
- b. Providing cross bracing for the facilities of cutting pile liners etc.drilling holes in concrete and pouring micro concrete etc.
- c. Cutting of the pile liner for surface preparation of the spalled concrete and repairs to the pile using repair mortar and micro concrete.
- d. Core cutting: i.e drilling the hole of 50mm Dia ion the full depth of the deck slab inserting steel bars.
- e. Anchoring the main Reinforcement to the Existing Pile and the Pile cap by using polyester resin lokset"s”
- f. Fixing of Shear connectors: in the pile using 12 mm dia steel polyester resin lokset"s”
- g. Preparing the surface of the old concrete and application of NITOBOND EP EPOXY jointing compound.
- h. Application of underwater washout high strength cementitious micro concrete.
- i. Curing the newly concreted surface immediately after striking the formworks with NITOBOND “AR”
- j. Filling cracks and gaps using Nitomortors“PE”
- k. Repairs of visible cracks in concrete with a low viscous Epoxy grout- Cobextra EPV.
- l. Drilling and fixing of Non Return nozzles for grouting
- m. Providing and placing M35 Grade in situ concrete using 20 mm nominal size e aggregate for the beams
- n. Providing and fixing tyre fenders structural steel ladders.

2. The above works shall be carried out under the supervision and to the entire satisfaction of the Chief Engineer or his representative.



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER No. CE/47/2016**

**Name of the Work: “Repairs to Mooring Dolphin No:3 at Mormugao Port.”**

**PART III (ii) ADDITIONAL SPECIAL INSTRUCTIONS**

1. Tenderers are required to sign with date the Schedule of Quantities and Rates and the form of tender and fill in all the particulars and details called for therein. Unsigned tenders, without the details called for are liable for rejection.
2. **Measurements**  
The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ from those provided for in the Schedule in view of the special and complex nature of the work. Payments will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor.
3. **Rates and Prices to be inclusive.**  
The percentage rate entered in the Schedule of Quantities by the tenderer shall include the provision of all supporting special equipment, labour of required skill, supervision, materials, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, VAT, cess, etc. if any, for compliance with conditions of contract and specification.  
**Service tax as applicable shall be paid extra.**
4. The tenderer shall inspect the site and fully study the work involved vis-à-vis the specifications etc. before tendering for the work.
5. Any damage to the property of Port should be made good or compensated by the contractor.
6. After completion of the days, work / contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.
7. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under Clause No.43 of the General Conditions of Contract, volume – I of the tender document will be given to the

contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

8. The contractor and his workers / agents shall be required to obtain from MPT and display a Photo Identity Card during entry, stay and exit from the Port security areas guarded by CISF personnel.
9. All applications for issuance of Photo Identity cards shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agents on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.
10. Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas at Headland. The contractor shall clear away all the temporary structures built within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer. In case the contractor fails to vacate the Port area / premises allotted to him for site office / store within the stipulated period after the completion of the work, the Board shall have the right to debar such defaulting contractors for future contracts of the Board by blacklisting him and shall also be charged penal lease rental at the prescribed rates.
11. Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/store/labour hutments required in the contract works. The licence fee shall be as per Port's scale of Rates vide item (i) and (ii) of Part-I (Appendix-II).
12. No temporary structures/sheds which are constructed to house the contractor's office/store/labour hutments shall be permitted to be retained during the period of maintenance.
13. All the materials to be used in the structure shall be conforming to relevant ISI specifications or as specified in the Tender Schedule. Contractor shall undertake laboratory test as specified in the relevant I.S.I. at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.
14. Electrical power will be supplied by MPT at prevailing MPT rates subject to availability, if not the contractor has to make his own arrangement. Water will not be supplied by MPT, contractor has to make his own arrangement for water.
15. The contractor or his authorized sub-contractors for supply of labours shall have EPF and ESI Registration No. of the firm and shall contribute towards Employees Provident Fund (EPF) and ESI scheme and submit the copy of the same along with the details in prescribed format while submitting bills. However in case the contractor deploys sub-contractors for supply of labour for principal parts of the works and for such others as the Chief Engineer may direct a legal document should be provided by the tenderer along with Technical bid.



16. Contractor may submit the following information in order to refund the EMD'S, BG'S/SECURITY DEPOSITS/ RETENTION MONEY, payment of bill's etc.
- a. NAME OF BANK
  - b. PLACE
  - c. ACCOUNT No.
  - d. TYPE OF A/C No.
  - e. MICR / RTGS / IFS No.
  - f. Permanent Account Number

17. SITE REGISTERS:-

The contractor shall maintain following registered at Site, which shall be entered on day to day basis and produced on demand.

1. Cement Register ( Starting total received, daily consumption and balance on each day.)
  2. Steel Register (Starting total received, consumption, balance and rolling margin on each day)
  3. Sand Register
  4. Aggregate Register
  5. Concrete Cube Register (Testing 7 days and 28 days)
  6. Test Register (Performed on Cement, Steel, Sand, Aggregate and other Construction Material)
  7. Hindrance Register
  8. Site Instruction Book
  9. Joint Record / Measurement Register.
  10. Pour Card Register
  11. Labour Register
  12. Any other register required by the Chief Engineer or his representative.  
The Contractor shall keep all registers in safe custody.
18. On completion of the work, 'As MADE DRAWINGS' shall be submitted in soft form on Compact Disk (CD) and also in hard copy on tracing paper.
19. The Additional Special Instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contract. The volume containing the Instructions of Tenderers, the General conditions, Special conditions and Specifications forms an integral part of the tender document and the same shall be submitted along with the Volume-I of the tender documents all duly signed by the tenderer.



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO.: CE/47 /2013**

Name of the Work: **Repair of damaged Mooring Dolphin No: 3 at Mormugao Port Trust.**

**PART III (iii) TECHNICAL SPECIFICATIONS**

**SECTION - I**

**TECHNICAL SPECIFICATIONS**

1. Mobilisation/ Demobilisation of machineries, tools and arrangement of temporary plastic barrel pontoon/ hiring of small boat etc. complete.

**2. PROVIDING BRACING TO ALL ISOLATED PILES AND SUPPORTING TO THE DECK:**

Providing fabrication and fixing of MS beams/bracings made out with MS ISMC of size 300 (Horizontal Section) and 150 (Vertical section) and fixed in position at the bottom side of the RCC beam of the Mooring Dolphin Deck to provide additional supports to the Deck as suggested by the IIT including cutting the ISMC/ISA/10mm thick plate and angles to the required size, welding and fabrication of MS beams, hoisting and fixing in position at mid tide level with the bored piles and then welding, fixing holding plates, stiffeners, fixing the vertical members of steel beam over the horizontal beams and fastening the beams with RCC beam using holding bolts and gusset plates fixing in position cost of all materials, all labour charges, cost of hire charges and running expenses of welding machine, gas cutting units, etc., but excluding cost of hire charges of steel barge/ pontoon etc. complete.

3. **SCAFFOLDING:** Supply and fixing of scaffolding with bracing and providing a platform with Steel to facilitate pile liner cutting, drilling concrete and micro concrete etc Including cost of all material, all labour charges etc., complete.

4. **PILE LINER CUTTING:** Cutting and removing the casing pile liner from the existing piles using gas cutting unit for a length 1.20 m below the pile muff and removing the plates as directed. Including cost of hire charges of gas cutting unit. Cost of all labour charges, minor tools, hire charges etc., but excluding cost of hire charges of hopper barge/ pontoon which will be supplied by the department free of cost.

5. **SURFACE PREPARATION:** Labour charges for chipping out of damaged /spalled concrete from the pile, removing loosely adhering particles using wire brush packing the rcc surface and make pile for the application of repair mortar / microconcrete complete complying with standard specification including lead and lift.

6. **CORE CUTTING:** Drilling the hole of 50mm DIA., 1.20 m depth from the top to bottom of deck slab exactly from the top of the pile by using the Diamond Head core cutting machine to fix the pile main reinforcement to connect the deck and pile. Including cost of hire charges of core cutting machine, hire charges of electric genset, cost of diamond head core cutting bit and including cost of water, all labour charges etc. Complete.

**7. ANCHORING THE MAIN REINFORCEMENT TO THE EXISTING PILE AND THE PILE CAP BY USING POLYESTER RESIN LOKSET "S":** Drilled core holes shall be cleaned

and fix the main reinforcement of 32 mm dia bars shall be inserted into the hole as per the drawing. Make the holes rough for better bonding. Clean the holes with good water. Mix the base and hardner of Polyester resign LOKSET "S" pour the same to the 2/3 of the depth or as directed and insert the main rod of the pile gently to the prepoured holes. Pack the gap if any. Allow it to set for minimum of 20 minutes without disturbing the bolts.

**8. FIXING OF SHEAR CONNECTORS:** Mark the holes at the required spot .Drill the pilot holes using 10mm dia hammer drill bit. Widening the holes using the appropriate drill bit size 18mm dia. Drilling should be done with out much of vibration so that not to be disturb adjacent concrete.Make the holes rough for better bonding.Clean the holes with good water. Mix the base and hardner of Polyester resign LOKSET"S" pour the same to the 2/3 of the depth and insert the shear connecting rod of 12 mm dia gently in to the prepoured holes. Pack the gap if any .Allow it to set for minimum of 20 minutes with out disturbing. Including cost of all materials and conveyance of all materials to work site including cost of all labour charges etc.,. complete.

**9. PLACING OF REINFORCED STEEL:**

Supplying, fabricating and placing in position of MS or RTS rods for all reinforcement wherever necessary including cost of binding wire and welding charges wherever necessary etc., complete complying with standard specification. Steel reinforcing bars for provided in the reinforced concrete shall be Thermo-mechanically treated (TMT) Fe 500 from TISCO or SAIL confirming IS:1786-1985 specification.

Any reinforcement used in piles shall be made up into stiff cages sufficiently well wired or welded to withstand handling without any distortion or damage. Guide rings 12mm diameter spaced at 1.0 m *clc* shall be provided for handling the reinforcement cages. The reinforcement bars shall be so placed as not to impede the placing of the concrete. They sould be placed correctly in position and be supported away from the sides of the pile shaft 'by means of spacer blocks to assume concentric alignment in the shaft. Steps shall be taken to ensure correct positioning during concreting of reinforcement in the pile without any distortion or displacement. Care shall be t2!"en to preserve the correct cover and alignment of the reinforcement throughout the whole operation of placing the concrete.

Normal lap between reinforcement cages shall be according to the Drawings. Reinforcement at lap joints, if provided, shall be in staggered manner. The main reinforcement steel shall project for a length sufficient to develop bond above the cut-off level of the pile. The clear concrete cover to main reinforcement shall be 75 mm and suitable spacer blocks shall be provided at intervals not exceeding 2m and well wired to the main reinforcement and staggered sufficiently to maintain the specified cover at each section of the pile.

Welding of reinforcement laps shall be in accordance with IS:2751 for mild steel bars and IS:9417 for high yield strength deformed tor steel bars, subject to the approval of the Engineer in charge.

All the laboratory test results should be submitted with each lot of steel procured to the site.or the Client may accept the manufacturer's test certificates for steel procured for use at site. The .:client if required may request the Contractor to conduct any additional tests as he may feel is essential to confirm the chemical and mechanical properties of the steel. The costs of such tests should be entirely borne by the contractor.

**10. STORAGE:** Reinforcing bars shall preferably be stored at site on timber or concrete supports suitably spaced and of sufficient height to keep steel clear of the ground and shall be protected from rusting. The reinforcing steel shall be stored separately section wise.

11. **PRIMING THE REINFORCED STEEL**: Expose the existing reinforcement bars fully in the repair area and removing all loose scale and corrosion deposits. Steel should be cleaned to abright condition paying particular attention to the back of the exposed steel bars. mechanical scrubbing using brush is recommended for this process. Make sure the surface is free from rust completely. Mix the base and hardner of the anticorrosive primer NITIZINC PRIMER machine and apply one full and unbroken coat by suitable brush, make sure that the back of the steel reinforcement bars are properly coated. If in of having achieved an anbroken coating, a second application should be made as the first coat fully dry complete.

12. **EPOXY JOINTING COMPOUND**: After preparing the existing concrete, mix the base and hardner of the epoxy jointing compound NITOBOND EP mechanically using a slow speed heavy duty drilling machine. Applying the same to the prepared concrete surface using good quality brush including cost of materials and labour charges etc., complete.

13. **FORM WORK**: Supply and fixing slurry tight form work which should not deform or lead due to pressure of microconcrete shall be fabricated and erected in position. shuttering should be made Provision should be made for pouring microconcrete. The form work should be coated with mould released agent to final fixing in position. proper supporting arrangement to be made for keeping the shutter in correct line and length. Including cost of all materials and labour charges etc., complete.

14. **APPLICATION OF UNDERWATER ANTIWASHOUT- HIGH SRENGTH CEMENTITIOUS MICRO CONCRETE**:

Stock sufficient quantity of RENDROC UW and 12 mm down graded chips on site to enable completion of pouring in a continous operation. An approved grout concrete mixer of slow speed heavy duty drill exact quantity of water as recommented by FOSROC should be poured in to mixing vessel and add the RENDROC UW and cleaned chipps slowly and mix the same thoroughly in a forced action. The mixed material should be placed immediately to positioned form work continously with out any gap. Including all materials and labour charges etc. Complete.

15. **CURING**: Immediately after striking form work or after completion of the repair work the surface should be sprayed with NITOIBOND AR diluted with water in the ratio of 1: 1 as a curing membrane. Cost of all materials and all labour charges etc., Complete.

16. **PROTECTIVE COATING**: Acid etch the surface using REEBAKLENES, wash the same and allow it to dry complete. Applying the DEKGUARD PRIMER by spraying or brush over the new concrete surface and allow it to dry. Applying the DEKGUARD Stop coat to all the exposed surface by using the suitable brush. Including all materials and all labour charges etc. complete.

17. **DECK SLAB REHABILITATION**

**FILLING CRACK AND GAP WITH RM POLYESTER RESIN NITOMOTAR PE**: The cracks to be sealed shall be saw cut to form a "V" groove of approximately 50 mm x 50 mm the groove shall I be cleaned to remove all loose particles dust etc by using electrically operating air blower. Mix the required quantity of resin and powder hardner slowly stirring thoroughly until uniform consistency is obtained. Place the same to the prepared 'V' groove. Each layer of the mortar should be maximum of 15 mm. Including cost of all materials, machineries hire charges, all minor tools scaffolding , and all labour charges etc., complete.

18. **DRILLING AND FIXING OF GROUTING NO NON RETURN NOZZLE**: Drill 12 mm dia holes in the concrete wall and fix the non return valve grouting nozzle by using the polyester resin mortar. Including cost of hire charges of drilling machine, cost of drill bit, polyester resin mortar, scaffolding and all labour charges etc" complete.

19. **Epoxy Grout:** Identify the visible Sqm crack over the RCC Member. Drill 10 mm dia holes to a depth of 50 mm in the concrete. Clean the drilled hole properly and fix the 6 mm dia Alluminium nipple by using the polyester resin mortar Nitomortar PE. Mix the base and hardener of the low viscous epoxy grout Conbextra EPIV. Pump the same through the prefixed nipple still it refuses the grout with 40 psi pressure grouting pump. Cost of all labour charges. Epoxy grout Conbextra EPLV grout and all minor tools etc., complete.

### **Welding:**

Metal arc process shall be used for welding in all cases, unless otherwise specified by the Engineer. The welding procedure shall be in accordance with the requirements of IS: 816 Code of Practice for use of Metal Arc welding for general construction in Mild Steel.

The Contractor shall employ only competent welders capable of maintaining high standards of welding. No welding of the joints will be permitted until the Engineer has approved the alignment of the members. The use of mechanically guided flame cutting will be permitted for the edge preparation of the steel work for welding but steel work shall be machined or ground where the flame cut edges are inferior in appearance to a sawn edge or are not considered sufficiently clean or straight.

### **CONCRETING:**

#### **1 ..Standards**

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

#### **Quality:**

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

#### **Testing:**

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

#### **Fine Aggregates for Structural Concrete.**

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

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

#### **Storage at Site:**

Aggregates shall be stored at the site on clean, well paved and drained areas which

are not liable to flooding. The various sizes and types of aggregates shall be well separated and the layout and sitting of the storage areas shall be submitted to the Engineer for approval prior to the starting of construction.

### **1.7 Rejected Material**

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

## **CEMENT:**

### **2.1 Standards**

Generally, Portland Slag cement complying with the requirements of IS:4551976 of approved brand shall be used in all works.

### **2.2 Delivery**

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

### **Tests after Delivery:**

The Engineer will carry out such tests and analyses as he may consider necessary or approve the manufacturer's certificates and as required by IS 455- 1976 on each consignment of cement brought to site. If such tests lead to rejection of the consignment , they shall not use it in the works.and contractor shall forthwith remove the entire consignment from the site. The costs of taking delivery of and consequently removing such rejected cement shall be borne by the contractor.

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

### **2.4 Contractor's Responsibility**

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

### **2.5 Stock of Cement**

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

### **2.6 Storage of Cement**

Cement in bags shall be unloaded under cover and stored in a perfectly watertight and well ventilated building having floor raised not less than 30 em. from the ground. An air space shall be left between the floor and the bottom layer of the bags. Each consignment shall be stacked separately therein to permit easy access for inspection and a record shall be kept so that each consignment may be identified by a serial number and date of delivery. Cement shall be issueu 110m the store in the order in which it is received on Site, commencing with the consignment, which has been in the store for the longest period of time. The proper

record of consumption and receipt of cement shall be maintained and should be available for inspection and at all time.

### **3.1 Water from approved source:**

Clean fresh water only shall be used for mixing all concrete, grout and mortar.

The water shall be free from any deleterious matter in solution or in suspension and be obtained from an approved source. If the agency procures the water from outside agency the test certificate should be produced periodically to the satisfaction of the Engineer.

## **2 Admixtures for concrete :**

### **4.1 Approval**

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

## **5.CONCRETE:**

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

### **Qualified Personnel & Authorisation to Pour:**

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

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

### **Designed Proportion**

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

The proportion of cement, coarse aggregate, fine aggregate and water so determined.

The sieve analysis of aggregates which he proposed to use in the works.

Full details of preliminary tests on each class of concrete, and on the ingredients of each class of concrete.

All the calculations relevant to the design of each class of concrete mix.

### **Declared Proportions:**

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

### **No Deviation from the Declared proportions:**

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

### **Inspection and Testing:**

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

### **TEST CUBES:**

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

### **Work Tests:**

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

### **Concrete Testing:**

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

### **Testing:**

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

### **Field Testing Laboratory.:**

The contractor shall provide a material testing laboratory including such assistance as may be necessary. The laboratory shall be equipped to carry out all routine tests on concrete as per relevant Indian Standard. The material testing laboratory shall be maintained in a clean and efficient manner throughout the operation of the concrete or the material sample shall be sent to the reputed testing laboratory as directed by Engineer for testing. The report shall be submitted to the Engineer. The "Material testing laboratory" at site should contain equipment for carrying out tests such as Sieve analysis of C.A/F.A, checking bulkgage of F.A, and silt content of F.A, conducting trial mixes for specified grade of concrete, compressive testing machine for testing the concrete cubes, moulds ( 24 nos. ) , jars, cones for slump test, weighing balance with weights and measures, moisture metre etc. and other testing equipment as may be required from time to time and as suggested by the MPT Engineer at site.

Note: The contractor may also carry out material testing at any approved testing laboratory subject to approval of the Chief Engineer or his representative.



**COST:**

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

**Measurements Of Ingredients:**

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

**Mixing:**

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

**Discharge from Mixer**

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

**Transporting of Concrete:**

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

**Deposition Of Concrete::**

The arrangements for depositing concrete shall be subject to the approval of the Engineer. In no case shall concrete be dropped or thrown from a height of more than 2 meters. Concreting of beams, slabs, and similar members shall be carried out in one continuous operation to the full depth of the member and the

sequence of placing shall be arranged as to avoid disturbance of partially set concrete. The concrete shall be deposited as close to its final position as practicable in order to prevent segregation.

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

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

#### **Compaction Of Concrete:**

The contractor shall agitate the placed concrete thoroughly into place by means of a sufficient number of approved needle type mechanical vibrators of adequate power and having a frequency of not less than 6000 impulses per minute.

The vibrator shall be allowed to sink freely of its own weight until it enters the previous lift. It shall be withdrawn immediately at the same rate and used at a new location. Concrete once vibrated shall not be vibrated again. The contractor shall ensure that the concrete is thoroughly worked around the reinforcement and against external shutters so that all entrained air is expelled and the concrete surface when exposed, is found good and free from air pockets, honey-combing or other defects. Retampering of concrete or mortar which has partially hardened shall not be permitted.

#### **Concreting In Inclement Weather.**

In the event of rainstorm or any other severe condition arising, concreting shall be stopped and appropriate temporary stop ends, vee grooves, etc. placed as may be necessary. During wet weather, the concrete shall be adequately protected as soon as put into position. The contractor shall always have in readiness approved framed sheeting, tarpaulin, etc. for the protection of newly placed concrete during inclement weather. Should any concrete be damaged due to rainstorms or other weather conditions, the Engineer may order the cutting out and replacement of the damaged concrete, all at the expense of the Contractor.

#### **Underwater Coincreting:**

Where the concrete is to be deposited underwater greatest care shall be taken to prevent the cement being washed out. The concrete may be placed under water using bottom opening skips or may be continuously fed through a termie pipe provided with a suitable hopper. Great care shall be taken that no segregation of concrete is taken place and the method of placing shall be approved by the Engineer who may direct which method is to be used.

#### **Construction Joints:**

Construction joints shall be in the position as approved by the Engineer. The contractor shall wherever practicable, strip shutters as soon as possible after pouring, subject to the approval

of the Engineer. Any skin or laitance should be removed and tops of the larger stones exposed by means of brushing and washing.

At horizontal construction joints removal of laitance and exposure of the tops of the larger stones shall be accomplished, whenever practicable, by means of washing and brushing shortly after pouring, care being taken to obviate undue erosion of the mortar. After cleaning, excess water shall be removed immediately to limit absorption by the concrete. In cases where the concrete has set but not set hard, the removal of laitance and roughening shall be accomplished by wire brushing and washing, great care being taken not to damage the underlying mass.

Where, at either vertical or horizontal joints the concrete has set hard, any skin or laitance shall be removed and the surface roughened by hammering with an approved power-operated "bush hammer" followed by wire brushing to remove all loose particles. When using this procedure, great care shall be taken to avoid breaking off the arises of the joint face and stunning the stones.

Whichever of the above treatments has been given to the exposed surface, foreign matter shall be cleaned off that surface by further wire brushing, if necessary. It shall then be thoroughly washed with clean fresh water and the surplus blown off before depositing fresh concrete. The surface while still moist shall be covered evenly with a layer not less than 4 mm thick of 1:1 cement mortar of medium consistency which must be vigorously stippled into the surface by means of a suitable stiff brush, the depositing of the fresh concrete following on closely. The approved bonding agent shall be applied as per manufacturers instructions before pouring the fresh concrete.

It is of the utmost importance that the fresh concrete shall be forced hard on to the mortar layer and the set faces. To this end the compacting tools and vibrators, where appropriate shall be worked right up to the old faces and into angles and corners formed between them and the shutters and the damping effect on vibration in such position shall be allowed for.

### **Curing**

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

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

### **Shuttering:**

#### **General.**

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

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

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

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

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

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

#### **Concrete Below specified strength**

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

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

#### **Faulty Work**

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

**Note: Approval of all chemical to be incorporated in the work should be taken from the Chief Engineer on his representation before commencement**

**LETTER OF ACCEPTANCE**  
(On letterhead paper of the Port)

(date) \_\_\_\_\_

To: \_\_\_\_\_  
(name and address of the Contractor)

Dear Sirs,

Sub : Tender No. \_\_\_\_\_  
Title of the Tender \_\_\_\_\_

Ref : Your bid dated \_\_\_\_\_  
And ***[list of correspondence with the bidder]***

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to bidders) for the Contract Price of Rupees \_\_\_\_\_ (amount in words and figures as corrected and modified in accordance with the Tender document is hereby accepted by the Employer/ Board.

You are hereby requested to furnish Performance Security, in the form detailed in Tender Document for an amount of Rs. \_\_\_\_\_ within {14/21} days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of taking over certificate subject to removal of Defects Period i.e. upto \_\_\_\_\_ and also sign the contract agreement within {14/21} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Letter of Acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorised Signature  
Name and Title of Signatory  
Name of Port

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

(letter head of the Port)

\_\_\_\_\_dated

***[ Only for those tenders requiring separate commencement letter especially when site handling over is required as per tender conditions]***

To  
(name and address of the Contractors)

Dear Sirs,

Sub : Tender No.  
Title of the Tender

Ref : Letter of Acceptance No.                      dated --- / ---- / ----

Pursuant to your furnishing the requisite security as stipulated in ***[ Insert relevant Clause ]*** and signing of the contract for execution of the of \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is here by notified that the ***[site] is being handed over to you w.e.f. [date] for execution of work in accordance with the contact documents.***

Yours faithfully

(Signature, name and title of  
signatory authorised to sign on  
behalf of Employer/ Board)

## STAGE PAYMENT

*(To be executed on Rs. 100/- non-judicial Stamp Paper)*

*[The Bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Tender Submission]*

Tender No. and title: *[insert number and title of Tendering process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Port]*

**Stage PAYMENT GUARANTEE No.:** *[insert stage Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Contractor ]* (hereinafter called "the Contractor ") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for execution of works viz., *[insert title of contract]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Contractor is in breach of its obligation under the Contract because the Contractor has been paid the stage payment in realisation of his invoice no. ----- dated -----towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the Contractor on its account *[insert number and domicile of the account]*and that the contractor failed to execute the contract as per the contract.

This Guarantee shall remain valid and in full effect from the date of the stage payment received by the Contractor under the Contract until *[insert date<sup>2</sup>]*.

\_\_\_\_\_  
*[signature(s) of authorized representative(s) of the bank]*

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

<sup>1</sup> The bank shall insert the amount(s) specified in the **SCC** and denominated, as specified in the **SCC**, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

<sup>2</sup> Insert the completion/ scheduled date stipulated in the Contract Delivery Schedule. The Employer should note that in the event of an extension of the time to perform the Contract, the Employer would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to extend this Guarantee for a period not exceeding *[six months]/[one year]* at a time, in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

**SPECIMEN FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To

\_\_\_\_\_   
 (Project Title)

Ref:

\_\_\_\_\_

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations (delete if not required).

Date:

Place:

Name of the Applicant

:

\_\_\_\_\_

\_\_\_\_\_

Represented by (Name & capacity)

\_\_\_\_\_

\_\_\_\_\_



**SPECIMEN FOR FORM OF BID**  
(To be executed on bidder's letter head)

*[The Tenderer shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted The Form shall be submitted in both the Techno- Commercial and Price Covers separately.]*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: *[insert Tender number and Title ]*

To: *[insert complete name of Port]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tendering Documents, including Addenda No.: *[insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes];*
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements *in accordance with the tender document bearing no. {insert Tender no.};*
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, is: *[insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of Techno- Commercial offer it shall be mentioned that “ as filled in the Price Bid”]*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our Tender is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.] [in case of Techno- Commercial offer it shall be mentioned that “ as filled in the Price Bid”]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]; [in case of Techno- Commercial offer it shall be mentioned that “ as filled in the Price Bid”]*

- (e) Our tender shall be valid for the period of time specified from the date fixed for the Tender submission deadline .and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period .
- (f) If our tender is accepted, we commit to obtain a performance guarantee for the due performance of the Contract, as specified in specimen form for the purpose;
- (g) We, including any subcontractors or Contractors for any part of the contract, *[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality each subcontractor and Contractor ];*
- (h) We have no conflict of interest .

- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or Contractor s for any part of the contract—has not been declared ineligible by the Port, under laws of India or official regulations,
- (j) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance specimen form the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (l) We also make a specific note clauses of [***insert relevant nomenclature (in case of eqpt GCC, SCC and ITT)***] under which the Contract is governed.
- (m) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contact person and Tel. No., Fax No., and mail- Id and also the Complete Postal Address of the Firm.
- (n) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

Signed: *[insert signature of person whose name and capacity are shown]*  
 In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## PRE-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to Tenderers.

### 1. Only for Individual Bidders

#### 1.1. Constitution or legal status of Bidder (*Attach copy*)

- Place of registration:
- Principal place of business
- (Power of attorney of signatory of Bid (Attach )

### 2. Turnover of the Firm/ JV

Year	Turn over
<b>2012-13</b>	
<b>2013-14</b>	
<b>2014-2015</b>	
<b><i>i.e. LAST THREE FINANCIAL YEARS ENDING 31<sup>ST</sup> MARCH 2015. ]</i></b>	

Attachments : Financial reports for the last **three** years: balance sheets, profit and loss statements, auditors' reports ( in case of companies/ corporation) etc. List them below and attach copies.

### 3. Similar Works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years  <b>[ 5 yrs. in case of Eqpt.]i</b>	2008-09		
	2009-10		
	2010-11		
	2011-12		
	2012-13		
	2013-14		
	2014-15		

Attachments : Supporting documents, viz., Successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employers reserves the right to verify the information ;

### 4. Information on Bid Capacity ( works for which bids have been submitted and works which are yet to be completed) as on the date of this bid. **[ Only for Civil Works ]**

(A) Existing commitments and on-going works:

Description of work	Place & state	Contract No. & Date	Name and Address of Port	Value of Contract (Rs. Million)	Stipulated period of completion	Value of remaining to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted.

Description of work	Place & State	Name and Address of Port	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(5)	(6)	(8)

\* Attach certificate(s) from the Nodal Officer or his nominee(s) -in-Charge.

### 5. The following Contractor's Equipment are essential for carrying out the works. The Bidder should list all the information requested below. **[ only for Civil and Dredging Works ]**

Item of equipment	Requirement No. Capacity	Owned/leased/to be procured	Nos./ Capacity	Age / Condition	Remarks (From whom to be purchased)

6. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. **[Only for Civil]** Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

**SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**  
(To be executed on Bank's Letter Head)

Date :

To,  
The Board of Trustees of Port of *[insert port]*,

Dear Sir,

Sub : Our Bank Guarantee No. \_\_\_\_\_ dated  
\_\_\_\_\_ for Rs. \_\_\_\_\_ favouring yourselves  
issued on \_\_\_\_\_ a/c of  
M/s. \_\_\_\_\_  
(Name of contractor)

.....

We confirm having issued the above mentioned guarantee favouring  
yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry upto  
date \_\_\_\_\_ and claim expiry date upto \_\_\_\_\_.

We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to  
sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the  
Bank.

Name of Signature of Bank Officer

**SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID**  
(To be executed on Rs. 100/- non-judicial Stamp Paper)

To

The Chief Engineer,  
Mormugao Port Trust,  
Headland Sada,  
Goa 403 804.

Dear Sir,

We----- do hereby confirm that  
Shri ----- (Name, designation and Address) is/ are authorised to represent us to  
bid, negotiate and conclude the agreement on our behalf with you against tender no. -----  
and his specimen signature is appended here to..

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the Employer/ Board shall be  
deemed to have been done with us in respect of this Tender.

***[specimen signature]***

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

PART III (V)

**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. Service Tax 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 : \_\_\_\_\_