



**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. :

SIGNATURE OF ASST.ENGINEER (ACCTS)

- B.1. Name of work: **IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR BLOCKS ALONG THE BREAKWATER (Phase II).**
2. Cost of each set of Tender Documents: Rs. 2,500/-
3. Date and Issue of Tender Documents : From: 21.07.2016
To: 04.08..2016
4. Date of receipt of tender and time : Up to: 05.08.2016 at 3.00 pm
5. Amount of E.M.D. : **Rs.57,000 /-**
6. Date of opening of tender and time : Opened by us on 05.08.2016
at 3.30 p.m.
- 7 a) Whether E.M.D. received : Yes/No.
b) if so, in which shape : D.D./Cash Receipt
8. Form of contract : Percentage rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in both : Yes/No.
the tenders in words and figures.
11. Total No. of Tenders received for the work:

ASST.EXEC ENGINEER (ACCTS)

EXECUTIVE ENGINEER (HR)



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/61/2016

Name of Work: **IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER (Phase-II).**

FIRST COVER (TECHNICAL BID)

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE / COVER)



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

www.mpt.goa.com

TENDER NO: CE/61/2016

Name of work: IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER (Phase II).

GENERAL INDEX

VOLUME – I

1. Tender Notice
2. Annexure – I
3. APPENDIX – I
4. Additional Instructions to Tenderers
5. Additional General Conditions of Contract
6. Schedule “ A” Organization Chart
7. Schedule “C”- Estate Rental Charges
8. Additional Site Information
9. Scope of Work
10. Form of Bank Guarantee for Security Deposit.
11. Form of Tender
12. Integrity pact.
13. Vender registration forms.
14. Joint Venture forms.
15. undertaking by the tenderer
16. A printed set (Tender documents – Vol.I) containing Instructions to Tenderers, General and Special conditions of contract, Special instructions of contract, General specifications forms an integral part of the tender documents.

Volume – II (to be included in Cover no. II)

1. Technical Specifications
2. Directions to tenderers for filling in the Schedule of quantities & rates
3. Schedule of Quantities & Rates

Mormugao Port Trust
Engineering Civil Department
Main Administrative Office Bldg
Headland, Sada, Goa

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
www.mpt.goa.com

Notice Inviting Tender
TENDER NOTICE NO: CE/N-61/2016
TENDER NO: CE/61/2016

Sealed tenders in Two Cover System are invited on Percentage Rate Basis from the Contractors Unregistered/registered/ with Engineering (Civil Department of M.P.T./P.W.D./C.P.W.D./Railway/Central/StateGovt.,GSIDC, etc. Unregistered Contractors also can apply for tender subject to fulfilling the Eligibility Criteria and the conditions given below.

Sr. No	Tender No.	Name of work	Cost of tender document (non-refundable)	Sale of tender documents From/To
	Class of Contractor eligible of tender	Estimated cost of work put to tender Completion period	Earnest Money Deposit	Date of opening of tender
1.	CE/61/2016	<u>IMPROVING BREAKWATER PROTECTION BY PLACING / TIPPING ARMOUR BLOCKS ALONG THE BREAKWATER (Phase-II).</u>	Rs. 2,500/-	21.07..2016 to 04.08.2016 upto 2.30 pm
	Class A3 and above	Rs. 56,77,632/- (60 Days)	Rs.57,000/-	05.08.2016 at 15.30 hrs

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

2) Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration in the appropriate class with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash

section of Finance Department. Contractors who are not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. to 15.00 hrs. from Monday to Friday excluding Port Holidays.

3) Tenders duly superscribed with the name of the work should be submitted in two covers and sealed with gum and with sealing wax/lac as stipulated in Clause no, 8 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada – 403 804, not later than 15.00 hrs. on the above mentioned date.

The cover marked No. 1 will be opened on the same day at 15.30 hrs. in the Office of the Chief Engineer, Mormugao Port Trust, Headland, Sada in the presence of such tenderers as may wish to be present.

4) This is a **Percentage Rate Tender**, therefore the Cover No. 2 of the tenders should clearly mention only the **quoted Percentage above or below** the tendered amount, which will form the basis for comparison. The Bill of quantities in this tender indicates the rates that are payable against each item of work. The date of opening of Cover no. 2 of the tenders will be intimated to the tenderers in the due course.

5) Tender documents will not be sent by post or courier service.

6) Tenders received after due date of submission will not be accepted

7) Right to reject any or all tenders without assigning any reasons thereof, are reserved.

8) **Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected.**

09) Tender documents are available in MPT web site www.mpt.goa.com. The bidding party may download the tender documents from the website and pay the cost of the tender documents by **Demand Draft** or by **Cash to A.O. (Cash)/MPT/A.O Bldg./HL/Sada** at the time of submission of bid documents. The **Demand Draft / Cash Receipt** in original is to be attached to cover the tender bid.

10) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 100% of the registration fees. If after the scrutiny of his application he is found suitable for the class for which tenders are invited, his tender will be considered along with other tenders, otherwise his tender will be ignored.

11) For Further details and general enquiries, prospective bidder may contact the Executive Engineer(HR), telephone no 0832 2594608, Mobile no 9422388196 during working hours before the last date and time of sale of tender document.

CHIEF ENGINEER

Date :



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

TENDER No. CE/61/2016

**Name of the Work: IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER (Phase II)..**

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-61/2016

TENDER No. CE/61/2016

Name of the Work: “Improving breakwater protection by placing/tipping armour blocks along the breakwater (phase ii)..”

1. SALE OF TENDER DOCUMENTS : On all working days between 21/07/2016
To 04/08/2016 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 04 /08/2016

3. LAST DATE FOR SUBMISSION OF TENDER (DUE DATE) : Upto 15:00 hrs. on 04/08/2016

4. OPENING DATE FOR FIRST COVER (Technical Bid) : At 15:30 hrs. on 05/08/2016

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/ 61 /2016

Name of the Work: “IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR BLOCKS ALONG THE BREAKWATER. (Phase-II)”

PART I (ii) – DETAIL TENDER NOTICE

1. INVITATION

1.1 Mormugao Port Trust (MPT) invites sealed percentage rate 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 “ **Improving Breakwater Protection by Placing/tipping Armour blocks along the breakwater .(Phase-II)**”

* "Sealed" shall means 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 31st March 2016 of the tenderer should be at least Rs. 17,04,000/- .

Note: In support of above financial criteria tenderer shall have to submit documents such as Income tax Returns along with 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 last day of month previous to the one in which tenders are invited should be either of the following:
- (a) **Three similar works each costing not less than Rs. 22,71,100/- .**
OR
- (b) **Two similar works each costing not less than Rs. 28,38,900/-.**
OR
- (c) **One similar work costing not less than Rs. 45, 42,200/-.**

Note : (i) **“Similar works” means the any Civil construction works involving concreting and structural steel formwork.**

(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 similar 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 broadly comprises of:

- a) Fabricating structural steel form with proper supports as per the size of armour blocks and inserting pvc pipes within for making arrangement for lifting block,etc.
- b) Providing and placing cement concrete M15 grade concrete for armour blocks and after de-shuttering curing the blocks for minimum 14 days.
- c) Using 75-80 tons capacity crane with a reach of 10-15 mtr so as to lift the armour blocks and tip in proper position alongside the breakwater.

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 and as instructed by the Chief Engineer or his representative from time to time.

1.4 The estimated cost of the work is **Rs. 56,77,632/-**. 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 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 2594608 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. The payment of Rs.2500 /- (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 (Technical bid).**

- 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. 57,000/- (Rupees Fifty seven thousand 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 **60 days** 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 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 road and 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 strictly 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 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 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 make arrangements to all necessary tests from reputed laboratory as directed by the 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 strictly 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/61 /2016**") kept outside the cabin of the Asst. Engineer (Accounts), 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/ 61/2016

Name of the Work: “Improving Breakwater Protection by placing / tipping armour blocks along the breakwater. (Phase-II)”

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 “**Improving Breakwater Protection by placing / tipping armour blocks along the breakwater. (Phase= II)**” 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 **60 days including the monsoon** 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 thereof’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.57,000/- (Rupees Fifty seven thousand 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.57,000/-** 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.57,000/-** 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) Organization 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: - _____



Annexure - I

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

Name of Work: **IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER**

S. No.	Particulars	Name of Company. (Details to be given below)	Remarks / References of enclosures
1	Registration / Upgradation		
2	EMD		
3	Solvency		
4	Organisation Chart		
5	Bar Chart		
6	Description of Main plant and equipments		
(a)	Equipment for concreting and related works		
(b)	Crane, trailer and other machinery details (owned / hired)		
7	Average Annual Financial turnover		
8	Work Experience 1) 3 similar works – Of Tender amount not less than Rs. 22,71,100/- appx. 2) 2 similar works – Of Tender amount not less than Rs. 28,38,900/- appx. 3) 1 similar works – Of Tender amount not less than Rs. 45,42,200/- appx.		
9	List of similar works executed / under execution (Supported by Work Orders, Completion Certificates and testimonials)		

Notes: * Add more pages if required providing details in the same format.
* Provide documentary evidence for the details mentioned above.

SIGNATURE OF TENDERER
ADDRESS _____

Date :- _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

APPENDIX – I

Name of Work : BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER (Phase-II)

This shall be read in conjunction with Clauses of General Conditions (G.C.) of Vol-I of Tender Documents.

S.N.	Particulars	Clause of G. C.	Details
1.	Amount of Initial Security Deposit and time	11(1)	Five percent of the contract price and 15 months
2.	Period for commencement from the Chief Engineer's orders to commence.	38	10 days.
3.	Time of Completion	40	60 days (Including monsoon).
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.	Period of maintenance.	45(1)	One year
6.	Percentage of retention from each running account bill	54(1)	10%. Also please refer Cl. No.5 of additional instructions to Tenderers
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. 25,00,000/-
10.	Time within which payment to be made after contractor's submission of the bill.	54(1)	100% within 20 days of submission of bill in quadruplicate with Engineers certification

11.	Mobilisation advance	69	Not applicable to this contract.
12.	Interest rate on Mobilization advance	69	Not applicable to this contract.
13.	Mode of recovery of Mobilization advance	69	Not applicable to this contract
14.	Variation in price of labour and materials	70	Not applicable to this contract
15.	Arbitration	66	Not applicable to this contract
16.	Minimum amount of third party insurance	Clause No. 6 to 9 of Additional Special conditions	5% of the tender amount

Dated this _____ day of _____ 2016

Signature _____ in the capacity of

_____ duly authorized to sign tender for and on behalf of _____.

(IN BLOCK LETTERS)

Tenderer Name and Address: _____

Witness: _____

Occupation: _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/61/2016

Name of work: **IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING**
ARMOUR BLOCKS ALONG THE BREAKWATER. (Phase-II)

ADDITIONAL INSTRUCTIONS TO TENDERERS

1. The instructions to the Tenders shall be Instructions to “Tenderers” as modified or added to by the following Additional Instructions to Tenderers which shall be read and construed with the instructions to tenderers as if they were incorporated therewith.

In so far as any of the provisions in Additional Instructions to Tenderers may conflict with or be inconsistent with the instructions to Tenderers the Additional Instructions to Tenderers shall prevail.

2. Sealed tenders are invited on percentage rate basis for work described in the Tender Notice referred to herein before.

3. Earnest Money: No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 180 days from the last date of submission of the tender document. (Whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the Security Deposit (SD) mentioned in Para 5 hereinafter will be furnished.

4. Tenderers must fill in the space provided for, in the Schedule of Quantities and Rates stating in figures as well as in words at what percentage above or below the rates specified in the Schedule of Quantities and Rates, they are willing to undertake the work.

Only one Percentage Rate for all items of the Schedule of Quantities shall be quoted, failing which the tender is likely to be rejected.

5. Tenderers must return the complete tender set duly signed wherever required. Any tender not so signed will not be considered. Alterations to the conditions of contract and specifications will not be entertained.

6. SECURITY DEPOSIT: The Security Deposit shall be 10% of the value of contract.

The Successful Tenderer will be required to deposit the following amounts as Security Deposit for the due fulfillment of the contract.

- a. Initial Security Deposit (I.S.D.) shall be 5% of the Contract Price payable within 7 (Seven) days from the date of receipt of pre-acceptance letter, in the form of Bank Guarantee from any of the Nationalised Bank in the form annexed or Demand Draft/ Bankers Cheque/ Pay Order addressed to FA&CAO, MPT/HL payable at Vasco-Da-Gama, Goa. The Earnest Money (E.M:D.), deposited with this tender EMD will be retained towards part of the Initial Security Deposit. The Contractor will have the option to pay the entire amount of 5% of the Contract Price towards I.S.D in the form of Bank Guarantee. The Bank Guarantee for I.S.D. will be valid till the completion of the maintenance period plus three months for claims period.
Plus
- b. Retention Money (R.M.) equivalent to 5% of the Contract Price and the sum shall be recovered at the rate of 10% of the gross value of work certified under each bill until an amount of 5% of Contract Price is accumulated. The contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee(s) for the like sum (s) at any stages (s) of the work.

The entire amount of 10% of the Contract price as Security Deposit may be paid in Cash/ Demand Draft/ Pay Order/Bank Guarantee.

The Bank Guarantee to be furnished against above should be from any of the Nationalised Bank having a branch in Vasco- Da-Gama and the Guarantee should be executed by the said Branch.

Unless this deposit is lodged and the Guarantee is furnished within 7 (Seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money (E .M.D.) will be liable to forfeiture and 'contract liable to be terminated "and the Tenderer will be responsible' to the Trustees for the damages thereby incurred by them.

Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer, before the expiry of the period of maintenance, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said Retention Money of 5% (Five percent) of the estimated cost of the works referred to in sub-clause 5(b) above after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract. The Initial Security Deposit referred to in sub- Clause 5(a) above will be refunded after the expiry of the free maintenance period and as soon as the conditions of contract have been fulfilled and upon contractor making an application therefore, after adjusting estimated / actual expenditure by Mormugao Port Trust for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract.

Note: The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract.)

7. The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice '. No counter conditions as regards to completion period shall be quoted by the tenderers.
8. The Chief Engineer and/ or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind himself / themselves to accept the lowest or any tender, No reason will be assigned for the rejection of any tender,
9. If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with, the tender a list of works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.
10. Tenderers should refrain from sending revised or amended offers after the closing date of the tender.
11. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out before tendering for the same.
12. Cost of testing of materials will be borne by the Contractor.
13. Tenderers should note the arrangements described in the tender document for prompt payments of bills.
14. Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO:CE/61/2016

Name of work: **IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER (Phase-II).**

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

1. The tender is on **percentage rate** basis. The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Trustees are liable to pay for only such quantities of work as are actually executed.
2. In the percentage rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Service Tax, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.
3. The contractor shall as far as practice having regard to the conditions, and provide on the site to the satisfaction of the Chief Engineer's Representative, adequate supply of drinking water and other water for the use of the Contractor's Staff and workmen. The contractor will be allowed to draw water from the nearest MPT source.

Water will be issued by department subject to it's availability at the rate specified in Schedule "B" of the Tender Document.

The contractor may be allowed to bring water from outside in case of Inadequate supply, on the following conditions:

- (a) Contractor will be allowed to bring water from outside at his own cost in all aspects, if supplies from Mormugao Port Trust mains are inadequate.
- (b) Water charges levied by MPT will be borne by the contractor.
- (c) In any event, no excuse for delay in completion of work, or no claim of any sort, whatsoever, will be entertained on account of inadequate/intermittent short supply of water.

4. The Tenderer's supervisory staff shall be fully experienced in the type of work to be carried out under their supervision.

5. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.

6(a) Without limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) The contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor are covered during the period of construction of the works and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol.I).

(i) The Works and the Temporary Works to the full value of such works executed from time to time.

(ii) The materials, Constructional Plant and other things brought on to the site by the contractor to the full value of such materials, Constructional Plant and other things.

6(b) Such insurance shall be effected with an insurer and in terms approved by the Board and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representative the policy or policies of insurance and the receipts for the payment of the current premia provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall render the contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of the contract.

7(a) Before commencing the execution of the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (including any employee of the Board) by or arising of the execution of the works or Temporary Works or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C. (Vol. I).

7(b) Such insurance shall be effected with an insurer and in terms approved by the Board and for at least the amount stated in the Tender and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer's representative the policy or policies of insurance and the receipts for the payment of the current premia.

8. The Contractor shall insure against accident, injury etc. to workmen with an insurer approved by the Board and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the Chief Engineer or the Chief Engineer's representative such policy of insurance and the receipt for payment of the current premia. Provided always that in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Board is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Chief Engineer or the Chief Engineer's representative when required such policy of insurance and the receipt for payment of the current premia.

9. If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol. I as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

Cranes and other machinery deployed for the works should be in working condition and of suitable lifting/working capacity. The insurance papers and other statutory documents of the crane and other machineries deployed for this works should be in force. Any breakdown of the machinery should be immediately repaired or taken away from the site to prevent causing obstruction to the Port or Port based traffic

10. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased programme of execution of different items of works.

11. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause no.42 of 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.

12. EPIDEMICS

In the event of any outbreak illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the Local Medical or Sanitary' Authorities for the purpose of dealing and overcoming the same.

13. DISORDERLY CONDUCT ETC :

The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

14. FOOTWARE, GLOVES ETC.:

In partial modification of Clause No.31 of the General Conditions of Contract, the contractor shall at his own expenses provide safety equipment, footwear and gloves for all labour employees on all types of work involving the use of chemicals and cement, etc. to the satisfaction of the Chief Engineer or his Assistant.

15. ACCIDENTS:

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

16. The tender is on Percentage Rate Basis and the Tenderers are required to fill in the percentage above or below the Schedule of Quantities and Rates as stated in Directions to Tenderers.

17. The Taxes involved in the execution of Works Contract Act 1935 shall be borne by the contractor and percentage rate quoted by the Tenderers shall be inclusive of the said tax also.

18. 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.

19. 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.

20. Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas. 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.

21. (a) Lease rent shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment's required in the contract works. The license fee shall be as per Port's scale of Rates vide item (i) and (ii) of Part-II (Section-C) Refer Schedule `C`.

(b) Location of suitable area subject to the availability shall be decided by the Chief Engineer. However if suitable location/yard for casting the blocks in Port area, is identified by the contractor and agreed to by the Chief Engineer, the same shall be provided as per availability without charging any additional rental charges for the area.

However if the place is unauthorisedly occupied without obtaining permission or in case of occupation after the scheduled completion period of the subject tender, lease rentals as per the prevailing rates will be charged and amount recovered from the tenderer.

22. The contractor or his Authorized sub-contractor for supply of labour 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 of the contractor deploys sub-contractor for supply of labour for principal parts of the works and for such other works as the Chief Engineer may direct, for which legal documents should be provided by the Tenderer along with Technical bid.

23. No temporary structures/sheds, which are constructed to house the contractor's office/store/labour hutment's, shall be permitted to be retained during the period of maintenance.

24. If for any reason the entire site cannot be handed over to the contractors, the Contractor shall immediately commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor's work is held up or totally stopped due to non-availability of the remaining site, the Chief Engineer may extend the time for completion of the work by treating non-working period for such days as he shall consider immediately on being informed that the remaining site is available for the work.

25. After completion of days work /contract period the contractor shall clean, clear the work site to the satisfaction of the Chief Engineer or his site representative.

26. The portion of Security Deposit due for refund in accordance with the Conditions of Contract, after physical completion of the work, will not be refunded except with the prior permission of the Chief Engineer, unless and until contractor submit the final bill based on joint measurements.

27. All the debris / kutchra etc. (except the items to be handed over to the Department as mentioned in the Schedule of Quantities and Rates) arising out of this work shall become the property of the contractors and they shall make necessary arrangements to dispose it off at no extra cost to Port Trust. The debris / kutchra etc. shall not be dumped in Port Trust estate. If any of Port Trust debris / kutchra etc. is found dumped in MPT estate, **a fine of Rs. 5000/- per lorry** load will be recovered from the contractor.

28. In case of excess under any item, the contractor should bring it to the notice of the concerned Engineer in charge well in time to enable him to obtain necessary sanction.

29. Further to the provisions in the General Conditions of Contract, upon the Chief Engineer certifying that in his opinion, the contractor, after receiving from the Chief Engineer, a written notice,

1. has suspended progress on any portion or items of the works for seven days, or
2. has failed to make proper progress on any portion or items of the works for seven days, or
3. has failed to complete any portion or items of the works by the time specified by the Chief Engineer, or
4. has failed to remove from the site for seven days, material which have been condemned and rejected, or
5. has failed to pull down within seven days and rebuild within the time stipulated by the Chief Engineer works which have been condemned and rejected, or .
6. has failed to give to the Chief Engineer or his representative proper facilities for inspecting the works or any part thereof for three days, or
7. has failed to carry out proper tests for three days on any work or materials,

then the Trustees, without restricting, prejudice to their rights under Clause Nos. 57.1 of the General Conditions of Contract and expelling the contractors from the site of works, without determining the contract and while permitting the contractor to carry out or employ another agency to carry out at the risk and cost of the contractor,

- a. the execution of such portions or items of the works which the contractor has suspended or failed to make proper progress or failed to complete within the specified time, and/ or
- b. removal of condemned and rejected material from the site, and/ or
- c. pulling down and rebuilding of condemned and rejected works, and/ or
- d. the provision of proper facilities to the Chief Engineer or his representative for inspecting the works, and/ or
- e. testing of any work or materials,

In such cases, additional expenditure incurred, if any, by the Trustees over and above that which would have been incurred by them had above works been carried out by the contractors under the terms of this contract shall be paid by the contractor to the Mormugao Port Trust. The Trustees reserves their right to recover their additional expenditure from the moneys payable to the contractor or from deposits or such amounts that may have been lodged by the contractor with the Mormugao Port Trust Port Trust for due performance of the contract under these presents. The Trustees further reserve their right to recover such additional expenditure from the moneys payable to the contractor for any other contract or transactions of any nature whatsoever existing between the Trustees and the contractors.

Care should be taken not to damage the existing Breakwater apron wall while tipping the armour blocks. In case of damage to the existing Port structure repairs have to be carried out as directed by the Chief Engineer or his representative without any extra costs to the Port.

30. WATER SUPPLY: Water required for concreting and subsequent curing the blocks for 28 days has to be arranged by the contractor at his own risk and cost. Any deviation from this will not be allowed. In case water is made available to the contractor through MPT; the same will be chargeable at the prevailing rates at the time of execution. In case MPT is not able to supply water the contractor shall make his own arrangements. No delay in work or any compensation shall be considered due to non supply of water by MPT

31. SUPPLY OF MATERIALS: No material shall be supplied by the MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender.

32. All the works should be executed during the day time. In case the contractor wishes to continue work in the night, he has to adhere to clause no. 42 of Vol-I of tender document subject to agreeing to bear the cost of overtime of Engineer and supervisory staff.

33. The contractor should take precautions and Hot Work permit if required should be obtained before carrying out any welding works on the Breakwater. The contractor should take all provisions as stipulated and as instructed by different Port Departments such as Fire section of the Marine Department and the Engineers of the Engineering (Civil) Department.

34. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site as follows: -

- a) All temporary electric supply connections will be carried out with correct sizes of wires/cables and fuses and other safety devices as required under Electricity Rules in consultation with us.
- b) One bucket full of water and sand shall be kept at the work spot. The Portable fire extinguisher shall also be compulsorily kept at the work spot.

35. Contractor shall make arrangements with his own cost for transportation of man and materials at site of work. Also arrangement shall be made for hiring mechanized canoes as and when directed for the purpose of inspection (unlimited occasions), to be carried out by Chief Engineer or his representative and the contractor's staff for which no extra claims will be entertained.

36. Contractor shall maintain register at site to monitor the execution of each item of work as per the specified specifications and register to maintain the records of material brought to site and the daily consumption.

37. 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 complexity 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.

38. Rates and Prices to be inclusive.

The rates entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, 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, etc. if any, for compliance with conditions of contract and specification. Service tax will be payable extra.

39. 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. codes at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

40. VALUATION OF EXTRA ITEMS OF WORKS & VALUATION OF ADDITIONS AND ALTERATIONS TO THE TENDER ITEMS

(A) VALUATION OF EXTRA ITEMS OF WORKS

The rates of extra items of work not contained in the Schedule of Quantities and Rates shall be fixed only on the following basis:

- (a) from similar items, if such items exists in the tender, or
- (b) from any comparable item, if such items exists in the tender.

If (a) and (b) are not available then,

© from MPT's Schedule of Rates or Rate Analysis and using current costs of labour and materials and with allowance of 10% on direct costs towards the contractor's profit and over head.

If (a), (b) and (c) are not available then,

{d) from actual direct cost of labour and materials consumed and with allowance of 10% towards contractor's profit and overhead.

(In such cases, rates of labour and materials and hired charge of hired plant shall be supported by vouchers).

Rates of labour and material and hired charges for plant owned by the contractor shall be fixed by the Chief Engineer.

41. VALUATION OF ADDITIONS AND ALTERATIONS TO THE TENDER ITEMS:

In the event of any modification in the work being effected in the items of work covered in the Schedule of Quantities and Rates with the prior approval of the Chief Engineer in such cases, only such modified items of work shall be revalued on the basis of MPT SR or Rate Analysis pertaining to that item of work. If the modification is effected by the contractor without prior approval of the Chief Engineer, then the Chief Engineer will be at liberty to reject the same. However, in the event of Chief

Engineer's acceptance of such work, the same will be revalued on foregoing basis but the net rate arrived at will be reduced by 10%.

42. FREE MAINTENANCE PERIOD: Free Maintenance Period for the works covered under this tender will be ONE YEAR.

43. MODE OF PAYMENT :

The procedure for preparation and settlement of contractor's bills is as under subject to submission of bill in quadruplet with the Engineer's certification:

- (i) Minimum amount of Interim Certificate shall be Rs. 25,00,000/- (Rupees Twenty five lakhs).
- (ii) 100% of the bill will be paid within 20 working days.
- (iii) 50% quoted amount will be paid after casting and curing the blocks for 7 days.
- (iv) 50% quoted amount will be paid after tipping of blocks at suitable location as directed.
- (v) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.
- (vi) **Retention Money** will be recovered through the bills at the rate of **10%** of the amount certified in each bill, till an amount equivalent of **5%** of the Contract Price is accumulated.

Secured advance against materials brought to site for permanent works will be paid to the contractor as per General Conditions of Vol-I Clause No: 54.1(b).

The Chief Engineer may sanction part rates for partly executed items of work mentioned in the Schedule of Quantities & Rates as may be deemed necessary by him.

The contractor shall submit the interim measured bills and final bill only after the measurements are checked by the concerned Engineer and Assistant Executive Engineer and after the final corrected quantities to be billed are given.

44. FACILITIES FOR WORKS OF OTHER AGENCIES:

Contractor shall take care to see that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the existing site of work, laying of cables or any other work, which will be awarded during currency of this contract. The contractor, shall accord all facilities to various agencies /contractors such as place for storing their material place for site office. etc. in consultation with the Site Engineer and carry out his activities in close co-ordination with all agencies.

In case the contractor desires to cast the armour blocks in his own yard, he will be permitted to do so subject to the condition that he will make all arrangements for supervision by the representative of the Chief Engineer. Further no extra payments for transport from yard to the Breakwater will be made by the Port.

Further any necessary statutory clearances that are to be obtained from the State Govt. and payments if any have to be made to the State Govt. transport and other authorities shall be done by the contractor without any costs to the Port.

45. WORK IN TIDAL AND WAVE CONDITIONS:

The water waves hitting against the breakwater and the prevalent tidal conditions should be considered while casting and tipping of the blocks. No extension in work completion time will be granted on account of the tidal condition. The contractor should provide suitable protection for his construction material such as sand, coarse aggregate and cement. No loss of material on account of wave or wind action will be compensated by the Port.

46. The armour blocks should be tipped in locations along the breakwater in consultation with the departmental Engineers. Blocks which have been properly cured for a period of 28 days only can be considered to be tipped alongside the Breakwater.

47. No room from Port Trust is available for storing the materials brought at site by the contractor. The contractor shall make his own arrangement to construct a temporary store room at his risk and cost, at or near the site of work, as directed by the Site Engineer (Refer Schedule 'C'). However, the same will be used for storing materials only and not for residential purpose and the same will be dismantled and removed from the site, immediately on completion/ termination of work. The final bill of the work will not be settled, unless the site is completely cleaned of all the materials.

48. The contractor should specially note that there should not be any disturbances to the MPT Staff's working in the Department and also take necessary steps to prevent noise, dust pollutions etc. in the Office.

49. The contractor shall have EPF Registration No. of the firm and shall contribute towards Employees Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
TENDER NO:CE/61/2016

SCHEDULE – `A`

The Tenderer shall list below Key Personnel and give short resume of their experience together with estimated peak and average labour force that he proposes to employ on the contract.

ORGANISATION CHART

Designation of
Key Personnel

Name and short resume
of experience.

LABOUR FORCE

Estimated peak force _____

Estimated average force _____

SIGNATURE OF TENDERER

Date :- -----



MORMUGAO PORT TRUST
ENGINEERING (CIVIL DEPARTMENT)

SCHEDULE – C

TENDER NO: CE/61/2016

Name of work: **BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR
BLOCKS ALONG THE BREAKWATER (Phase-II).**

ESTATE RENTAL CHARGES

Sr. No.	Description	Rate		Remarks
		Rs.	Ps.	
1.	Licence fees on Port land for maintenance office buildings and other structures. (Refer relevant clause in the additional special instructions)	Rate will be charged as per scale of rates prevailing during period of contract		Payment shall be made to CDC section, finance Dept. based on the recovery advice.

NOTE :-

(1) * Rate per 10 sq. m. or part thereof per calendar month or part thereof.

(2) Location of suitable area subject to the availability shall be decided by the Chief Engineer. However if suitable location/yard for casting the blocks in Port area, is identified by the contractor and agreed to by the Chief Engineer, the same shall be provided as per availability without charging any additional rental charges for the area. ***However if the place is unauthorisedly occupied without obtaining permission or in case of occupation after the scheduled completion period of the subject tender, lease rentals as per the prevailing rates will be charged and amount recovered from the tenderer.***

SIGNATURE OF THE CONTRACTOR

CHIEF ENGINEER



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/61/2016

Name of work: **BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR
BLOCKS ALONG THE BREAKWATER (Phase- II).**
ADDITIONAL SITE INFORMATION

1. **SITE INFORMATION**

The site is located in the State of Goa about 600km. south of Mumbai and is within the boundaries of Mormugao Port Trust. The tenderer shall visit inspect and examine the site of work in order to acquaint himself with the site and local conditions and for obtaining information necessary for submitting a proper and complete tender.

The tenderer shall also thoroughly acquaint himself with tidal conditions variation of tides, tidal range currents, swell, prevailing winds and weather, traffic and other conditions likely to affect the work. All costs and expense that may be incurred by the tenderer in connection with such investigations shall be included in his tender. The Board accepts no responsibility whatsoever thereof. However with a view to assist the tenderer to acquaint himself with the working conditions, the following information is given in good faith but no guarantee can be given to the correctness of the same and it is for the tenderer himself to collect and verify this and other data pertaining to this contract.

2. **TIDES:**

The mean tidal variation at Mormugao is of the order of 1.6 metres at spring tides and around 0.7 metres at neap tides.

The following tide levels refer to the Chart Datum which is 4.845 metres below the principal bench mark situated between the two wings of the Site Administrative Office Building of Mormugao Port. The bench mark is 3.6 metres above I.M.S.L.

Lower low water springs near solstices	-	0.00mtr.
Mean lower low water	-	+ 0.37mtr.
Mean higher low water	-	+ 1.05mtr.
Mean Sea Level	-	+ 1.30mtr.
Mean lower high water	-	+ 1.78mtr.
Mean higher high water	-	+ 2.06mtr.
Higher high water springs near solstices	-	+ 2.30mtr.

Based on Hydrographic charge No. 2020. Observation recorded in 1969.70.

3. **Prevailing wind, force and frequency :**

The normal wind force varies from 4 to 7 on the Beaufort scale. The direction is mainly from South – West, West and North-West during the monsoon season. During the rest of the year winds of small force blow from North, North-East, East and South-West, generally in the morning and from South-West, west, north-west during the evening. The highest average wind speed is in the range of 30km. per hour, recorded in July 1965. The highest speed recorded in 80km per hour recorded in December 1966. Winds of force more than 10 on Beaufort scale are not expected.

4. **Sea Swell and Currents in open sea :**

In fair season in the open sea, wave heights are almost always under 2m. Very rarely are they in the range of 2 to 3m. Direction of the waves being from west, north-west and north. In the monsoon season the waves are mainly from the West and South-West. About 25% of the observation indicates waves of between 2 to 3. Currents in the area generally less than one knot.

Within sheltered Harbour :

Mormugao Harbour is sheltered from the waves by the Mormugao Headland and the existing break water. Model tests indicate that in the site of work, waves are almost always under 0.3m and very rarely around 0.4m. Currents in the area are above 10cm/sec.

Influence of Monsoon : The South West monsoon season is the main rainy season. 80% of the rain falls during the months of June, July and August. The average rainfall is about 2500 mm per year.

5. **Temperature and Relative Humidity :** The location of Mormugao is such that there is little variation in temperature and it has constantly high humidity. The maximum temperatures vary from above 28 degrees Celsius in January to 32 degrees Celsius in May and the minimum temperatures vary from about 21 degree Celsius in January to 28 degrees Celsius in May. The mean percentage relative humidity is about 83% for the year. It is about 92% during August and September and 75% in December.

6. **Visibility:** Except to some extent in the monsoon months the visibility conditions are excellent at Mormugao Harbour. There may be 3 to 4 days in the year with visibility less than 4 kilometres.



TENDER NO: CE/61/2016

Name of work: **BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR BLOCKS ALONG THE BREAKWATER (Phase –II).**

SCOPE OF WORK

The work put to tender broadly comprises of the following items:

- 1) Casting of Armour blocks of size 2.50mx1.50mx1.50m using Cement concrete (M -15 grade) using 40mm graded black trap stone metal as coarse aggregate including providing steel shuttering of proper size and shape including cleaning oiling closing gaps removal of shuttering after concreting ,providing necessary props, bracings and other supports. mixing, depositing, consolidating, leveling, curing (14 days) , Providing 4 nos. 3" holes in the armour blocks for full width for tying sling to lift the armour block using crane. Placing in two layers over the seaward side of the breakwater by tipping to suitable position / locations as directed by the Chief Engineer or his representative using a suitable capacity crane with sling / jib arrangements. All tools, plants, labour & material etc., complete.
- 2) Work of tipping the armour blocks across the deck should be done using cranes which are hydraulic , tyre mounted having a lifting capacity of 75-80 tons and an outreach of 10-15 mtrs. Care should be taken not to damage the existing Breakwater apron wall while tipping the armour blocks. In case of damage to the existing Port structure repairs have to carried out as directed by the Chief Engineer or his representative without any extra costs to the Port.
Note: *Cranes and other machinery deployed for the works should be in working condition and of suitable lifting/working capacity. The insurance papers and other statutory documents of the crane and other machineries deployed for this works should be in force. Any breakdown of the machinery should be immediately repaired or taken away from the site to prevent causing obstruction to the Port or Port based traffic.*



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT
FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Hereinafter called 'THE BOARD') having agreed to exempt from _____ (Hereinafter called 'The said Contractors') from the demand, under the terms and conditions of an agreement to be entered between Board _____ and _____ for _____ (hereinafter called 'The Said Agreement') of Security Deposits for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We _____ Bank _____ (hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the Said Agreement.

2. We, _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be cause to or suffered by the Board by reason of any breach by the said contractors of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard 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, _____ Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that 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 claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date i.e. from _____ we shall be discharged from the liability under this guarantee thereafter

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to for bear of enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of 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 Bard to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.

5. Notwithstanding any thing stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Goa in case such as eventually of encashment arises.

7. We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____ 2016.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/ 61/2016

Name of work: **IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR BLOCKS ALONG THE BREAKWATER (Phase-II).**

FORM OF TENDER

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

I/We _____, do hereby offer to execute the work comprised in the annexed Tender Notice for **“IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING ARMOUR BLOCKS ALONG THE BREAKWATER (Phase-II).”** in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications etc. at the Percentage Rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within **60 Days** from the date of release of site work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mumbai. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the **Liquidated damages** at the rate of **(0.5%)** of the Contract Price per Week or part thereof'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 send herewith a sum of **Rs. 57,000 /- (Rupees Fifty seven thousand only)** as a deposit or earnest money 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 & 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 Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers Cheque/Demand Draft in favour of **FA & CAO, MPT, Headland Sada** payable at **Vasco-Da-Gama, Goa** by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), **FA&CAO / MPT**, within **3 (three)** 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. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of 5% of the Contract Price in the form of Bank Guarantee.

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. I/we agree to abide by this tender to be valid for the period of 180 days 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.

8. I/We hereby certify that my/our registration certificate under the '**Goa Sales Tax** on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

9. 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.

10. I/We request that early payment of interim bills be made from time to time in advance of such bills being audited as per tender conditions.

11. *(A) Mine is a proprietary firm and I am the 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 :

	<u>Name</u>	<u>Age</u>
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 or 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.

The contract will be completed under the Company's Common Seal.

11. The Bank's Guarantee referred to in Para No.5 above will be from
** _____

12. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is _____

13. The name and address of our Banker is ** _____

**Witness's
Signature :** _____

Name : _____

Address : _____

Tel. No.: _____

Mobile No: _____

Date : _____

**Tenderer's
Signature :** _____

Name : _____

Address : _____

Tel. No.: _____

Mobile No.: _____

Date : _____

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

**** Here the Name of the Bank should be stated.**



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/61/2016

**Name of the Work: IMPROVING BREAKWATER PROTECTION BY PLACING/TIPPING
ARMOUR BLOCKS ALONG THE BREAKWATER (Phase- II).**

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 _____ 2016, 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 “ **Improving Breakwater protection by placing /tipping armour blocks along the breakwater (Phase-II)**” 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 up to a period of 15 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.

-----,
-----,

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/61/2016

Name of the Work: “Improving Breakwater protection by placing /tipping armour blocks along the breakwater (Phase-II)”

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 authorized 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: [insert <i>JV's Party legal name</i>]
3. JV's Party Country of Registration: [insert <i>JV's Party country of registration and details of registration</i>]
4. JV's Party Year of Registration: Insert <i>JV's Party year of registration</i>
5. JV's Party Legal Address in Country/ of Registration: [insert <i>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: [check the box(es) of the attached original documents] <ul style="list-style-type: none"><input type="radio"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document<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<input type="radio"/> PAN Number<input type="radio"/> Sales Tax / VAT registration Number<input type="radio"/> Service Tax Registration Number<input type="radio"/> Any other documents required for statutory compliance

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

Dated on _____ day of _____, _____ [insert date of signing]

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 : _____

