

# **MORMUGAO PORT TRUST ENGINEERING MECHANICAL DEPARTMENT**

**TENDER No. CME/PD/VI/2016**



**An ISO 9001 : 2008 Port  
ISPS CODE Compliant**

TENDER FOR

**DESIGN, FINANCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF  
04 NOS 100 TON PITLESS TYPE LORRY/ROAD WEIGHBRIDGE WITH  
MICROPROCESSOR, INSIDE PORT AREA AT MORMUGAO PORT TRUST  
FOR A PERIOD OF 10 YEARS.**

Due at 1500 hrs on 02.09.2016

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

**MORMUGAO PORT TRUST**  
**ENGINEERING MECHANICAL DEPARTMENT**  
**TENDER No. CME/PD/VI/2016**

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**EMD : Rs. 1,00,000/-**

Tenders will be opened in Conference Room at the "Office of the Chief Mechanical Engineer, Mormugao Port Trust".

**Due at 1500 hrs on 02.09.2016.**

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

**MORMUGAO PORT TRUST**  
**ENGINEERING MECHANICAL DEPARTMENT**  
**NOTICE INVITING TENDER (NIT)**

Details about tender:

Tender inviting	CHIEF MECHANICAL ENGINEER, MORMUGAO PORT TRUST
Tender No.	CME/PD/VI/2016
Name of Work	<b>DESIGN, FINANCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF 4 NOS 100 TON PITLESS TYPE LORRY/ROAD WEIGHBRIDGES WITH MICROPROCESSOR, INSIDE PORT AREA AT MORMUGAO PORT TRUST FOR A PERIOD OF 10 YEARS.</b>
Project Model	Revenue Sharing Basis.
Bidding Type	Open Tender under three cover system <ul style="list-style-type: none"> <li>• Cover I - EMD and Tender Fee,</li> <li>• Cover II – Technical Bid,</li> <li>• Cover III– Schedule of Rates/Prices in Separate Cover.</li> </ul> <p>All the covers shall be sealed in the main cover and submitted on or before the due date.</p>
Tender Cost	Rs.2,500/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.
EMD Cost	<b>Rs. 1,00,000/-</b> in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.
Security Deposit towards Performance Guarantee	Rs 5,00,000/- to be furnished within 30 days of placement of order/LOA in the form of Bank Guarantee, renewed every year during the contract period. Subsequently, additional BG towards Security Deposit of value Rs.2,50,000/- for each new installed weighbridge, renewed every year, to be furnished within 30 days of placement of order/LOA.
Completion Period	Entire work shall be completed within 60 days from the 7 <sup>th</sup> day of issue of LOA.
CAMC	Comprehensive Annual Maintenance contract (CAMC) is responsibility of the Operator, including statutory approval from Government/ State Government, if any.

Qualifying Criteria :	<p><b>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</b></p> <p>i) The <b>Average Annual Financial Turnover</b> during the last Three (3) years ending 31<sup>st</sup> March 2015 should be at least <b>INR Rs. 30,00,000/-</b>. Auditors report in original certified by CA, for the years 2012-13, 2013-14 and 2014-15 including relevant P/L a/c and balance sheet.</p> <p>ii) The Tenderer should have installed and operated or carried out AMC of atleast one weighbridge of 100T and above capacity in Port/ Government/ State Government/ PSU's and any reputed organizations during the last 7 years prior to the date of publication of NIT and the same shall be in operation for atleast 3 years.</p> <p><b>PI Note:</b> The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2012-13, 2013-14 and 2014-15 (original copy certified by CA with P/L a/c and balance sheet), work order or Agreement copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p> <p>'SIMILAR' Works - means " Contracts for installation / operation or AMC of weighbridges of 100 Ton capacity or more for atleast 3 years"</p>
Date & Place of <b>Pre Bid Meeting</b>	18/8/2016 at 1430 Hrs at Conference Room, Office of CME.
Date of <b>submission of bids</b>	02/9/2016 at 1500 Hrs.
Date of <b>Opening of bids</b>	02/9/2016 at 1530 Hrs.
Bid Validity Period	180 days from the last date fixed for receiving the tender.
Seal and Sign the Tender documents	<ul style="list-style-type: none"> <li>Tender documents shall be duly signed and sealed by authorized person for acceptance of tender without any deviation.</li> <li>There shall be no addition , deletion and alteration in the documents by the bidders,</li> </ul>
Address for communication:	Superintending Engineer (E-P) Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	Phone :0832 2594227; Email : <a href="mailto:xenpnd.mgpt@gmail.com">xenpnd.mgpt@gmail.com</a>
Website	<a href="http://www.mptgoa.com">www.mptgoa.com</a>

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

## **SECTION – I**

### **INSTRUCTION TO TENDERERS (ITT)**

- 1.1 Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed Operators fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of **Design, Finance, Construction, Operation and Maintenance of 4 nos. 100 ton microprocessor based pit less type lorry/road weighbridges inside port area at Mormugao Port Trust. The Operator initially to provide 02 nos. 100 Ton weighbridge at the proposed locations and subsequently 02 nos. 100 Ton weighbridge provide in the year 2018-19 inside the Port area as per scope of work and technical specifications. The period of agreement is 10 years on revenue share basis.**
- 1.2 The Complete Tender document may be downloaded from the Port's web site [www.mptgoa.com](http://www.mptgoa.com). Such down loaded documents shall be considered valid for participating in the Tendering process. However, the cost of Tender Document shall be payable by separate DD along with Earnest Money Deposit (in the form of DD) and shall be submitted in separate covers, in Cover-I.  
Bidder is required to submit their tender offer in the form of three cover system on or before due date (Refer NIT). The tender received after the due date and time will not be entertained. The time of opening of technical bid is as indicated at NIT.
- 1.3 The Notice Inviting Tenders (NIT) issued by MPT forms part of the Tendering Documents.
- 1.4 The Bidder shall make his all out efforts to ensure the correctness of Documents available on the Web site. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from MPT.
- 1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

### **1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)**

- i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31<sup>st</sup> March 2015 should be at least **INR Rs. 30,00,000/-**. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2012-13, 2013-14 and 2014-15) as per Appendix -II , including relevant profit and loss statements and balance sheets.
- ii) The Tenderer should have installed and operated or carried out AMC of atleast one weighbridge of 100T and above capacity in Port/ Government/ State Government/ PSU's and any reputed organizations during the last 7 years prior to the date of publication of NIT and the same shall be in operation for atleast 3 years.

**Note: (i)** The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2012-13, 2013-14 and 2014-15 (original copy certified by CA with P/L a/c and balance sheet)

**(ii)** Work order or Agreement copies for similar works, successful completion certificates with performance from clients indicating the date of commencement and completion, period of contract , value of work done etc. shall be submitted by the bidder. Ongoing works will also be considered.

'SIMILAR' Works - means " Contracts for installation / operation or AMC of weighbridges of 100 Ton capacity or more for atleast 3 years" .

### **1.6 LAST DATE FOR SUBMISSION OF TENDER**

Tender Document can be submitted only in the designated three cover system as per NIT.

MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Bidder. Bidders to note that MPT shall not be responsible for late receipt of any offer due to postal delays or any other delay for whatsoever reasons.

### **1.7. BIDDER TO INFORM HIMSELF FULLY**

- a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender

will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document.

- b. The Bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.
- c. Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

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

- a. The Bidder shall furnish as part of its Tender, an EMD of **Rs. 1,00,000/-** in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa. Tender without EMD shall be treated invalid.
- b. In the event of Bidder withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.
- c. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender.
- d. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 30 days and enter into a Contract within 45 days from the date of receipt of Letter of Acceptance (LOA).
- e. The EMD in the form of DD shall be submitted along with the Cover-I of the offer.
- f. The Tenderer is required to furnish an advance stamped receipt towards refund of EMD as at Appendix.

### **1.9. MPT'S RIGHT TO ANNUL THE BIDDING PROCESS**

- a. Notwithstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. MPT reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

### **1.10. TENDER VALIDITY**

The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

### **1.11. AUTHORITY IN SIGNING TENDER DOCUMENTS**

- The Price Bid to be submitted shall be signed by a person or persons duly authorized to sign on behalf of the Bidders.
- In case of tender document being downloaded from the web site, at the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per Appendix-VI. He shall be issued a printed set of the Document under acknowledgement with a condition that the printed version of the Port Tender document will be treated as the authentic tender and if any discrepancy is noticed at any stage between the Port's



tender document and the one submitted by the Bidder, the conditions mentioned in the Port's printed document shall prevail. Besides the Bidder shall be liable for legal action for the lapses.

- The tender, if submitted on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.
- In the event, the tender is signed by some of the partners or other persons or the Agents, the Tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals specifying that the partners or person/s or Agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
- In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

#### **1.12. AMENDMENTS**

- a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Bidders prior to the last date for submission of the tender in writing either by post or e- mail including displaying the said amendment on MPT web site. The prospective Bidders shall immediately acknowledge receipt thereof either by post or mail (scanned copy with seal & sign) followed by hard copy.
- b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

#### **1.13. TEST OF RESPONSIVENESS**

The tender document issued by the Port, duly filling in all the blank spaces and duly signed on all pages with the official stamp shall be enclosed in the second cover which shall be sealed and superscribed **"DESIGN, FINANCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF 4 NOS 100 TON PITLESS TYPE LORRY/ROAD**

**WEIGHBRIDGES WITH MICROPROCESSOR, INSIDE PORT AREA AT MORMUGAO PORT TRUST FOR A PERIOD OF 10 YEARS-** – *Cover II'* as per Scope of work and Technical Specifications.- *Cover II'*, and bear on the bottom left corner, the name and full address of the Bidder with his official stamp. The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover I or cover II.

(i) Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. An application shall be considered responsive only if:

- a. It is received by the Application Due date including any extension thereof;
  - b. All pages of the tender document signed, sealed, bound together in the hard copy of the Tender document;
  - c. The cost of the tender of Rs 2500/- and the Earnest Money Deposit of Rs 1,00,000/- in the form of DD from nationalized/ scheduled bank shall be enclosed.
  - d. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2012-13, 2013-14 and 2014-15) as per Appendix, along with relevant profit and loss statements and balance sheets.
  - e. Copies of work order/Agreement for having installed/operated or carried out AMC of atleast one no. weighbridge for Port/ Government/ State Government/ PSU's and any reputed organizations during the last 7 years prior to the date of publication of NIT and the same shall be in operation for atleast 3 years, Successful Completion Certificate with Performance indicating date of completion and period of contract.
  - f. It is accompanied by the Power of Attorney, as per Appendix.
  - g. All the forms to be filled with sign and seal;
  - h. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix.
- ii) The bidder should possess a valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.
- iii) The Bidder should not be black listed by any Government or Non Government

Organization as per Appendix.

The Schedule of Prices (**Price Bid**) duly filled in with the rates shall be enclosed in Cover III which shall also be similarly sealed and superscribed "**FINANCE, DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF 4 NOS 100 TON PITLESS TYPE LORRY/ROAD WEIGHBRIDGE WITH MICROPROCESSOR, INSIDE PORT AREA AT MORMUGAO PORT TRUST FOR A PERIOD OF 10 YEARS AS PER SCOPE OF WORK AND TECHNICAL SPECIFICATIONS-COVER-III**" and bear on the bottom left corner the name and address of the Bidder with his official stamp.

**The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover-I or Cover-II. Any indication of 'Quoted price' in the technical bid documents shall lead to rejection of the bid outright.**

The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.

#### **1.14. ERRORS IN THE TENDER DOCUMENT**

- a. Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- b. Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the percentage offer of the Tender. Failure of the Bidder to comply with the request may result in the rejection of its Tender.
- c. If there is a discrepancy between words and figures, the percentage offer in words shall prevail.

#### **1.15. OTHER EXPENSES**

All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Operator for stamp duty.

### **1.16. CONTRACT WORKS AND PERCENTAGE OFFER**

- a. The work to be carried out and the percentage offer for the same shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.
- b. (i) Except where otherwise expressly provided, the Operator shall provide all materials, labour and Plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- (ii) The Operator shall collect weighment charges from the Port users as per the prevailing schedule of rates (SOR) including Service Tax and pay the agreed share to the Port. The existing weighment charge as per SOR is Rs.5.05 per ton. The rates are periodically revised with approval of TAMP. The service tax as applicable shall be collected from the Port users and shall be paid to Service tax Authority. Documentary evidence towards payment of service tax shall be submitted to the Port's Accounts Department alongwith the revenue share payment on or before the 7<sup>th</sup> day of each month failing which interest for delayed payment will be charged as per the prevailing SOR rate.
- c. **SCHEDULE OF PRICE**
- The Schedule of price shall be read in conjunction with all other sections of bidding document. The Schedule of Price bid shall be submitted signed by a person or persons duly authorized to sign on behalf of bidders consists of all the works mentioned in the scope of works and Technical Specifications.
  - MPT has assessed the ceiling rate of 20 % of REVENUE share on TAMP rate/ Ton . The bidders are requested to quote their rates over and above 20 % . Offers with rates quoted above the said rate shall alone to be considered for the purpose of evaluation.
  - The offer will be evaluated based on highest percentage offer among competitive offers.
- d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract and Special Condition of Contract.
- e. All the expenditure incurred towards mobilization and demobilization shall be borne by

the Operator.

- f. Price shall be quoted as % Revenue share indicated in the schedule of Price.

### **1.17 LANGUAGE OF TENDER**

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

### **1.19 PRE-BID CONFERENCE**

MPT shall hold a pre-bid meeting on 18.08.2016 at 1430 hrs in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The meeting shall be held at Conference Room, Office of the Chief Mechanical Engineer, A.O. Bldg., MPT, Headland Sada 403 804 as per NIT. Bidders are advised to forward their queries to the Chief Mechanical Engineer, MPT, on or before the scheduled date of the pre-bid meeting. If there are any further queries after Pre-Bid Conference, the same shall be submitted within the due date which will be indicated during Pre-Bid meeting. No queries will be entertained after this due date. The queries received from all the prospective Bidders would be consolidated and Port's clarification to the same would be uploaded on the website. The clarifications so issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

### **1.20 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID**

The second cover (Cover II) of the offer shall contain all the documents listed under 'Test of Responsiveness' Clause no. 1.13 based on which the Bidders will be shortlisted.

A Tender that is substantially responsive is that which conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Chief Mechanical Engineer will examine

and seek clarification if any and list out the firms, which are found responsive and Cover – III (Price Bid) of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

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

The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to closing time and date of the tenders will be taken as valid.

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

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

#### **1.21 OPENING OF PRICE BID**

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

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

#### **1.22 EVALUATION OF PRICE BID**

- a. The percentage offer quoted by the bidder shall be kept firm during the contract period.
- b. MPT will evaluate and compare only those bids, which are substantially responsive.
- c. The percentage offer quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
- d. In arriving at the final evaluated prices of the Tenders, any uncalled for

lumpsum/percentage/or adhoc percentage increase, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such percentage increase is from the recommended Bidder, then such percentage increase shall be taken into account while awarding the work.

- e. In arriving at the final evaluated percentage offer of the bidders, evaluation of offer will be based on the highest price quoted amongst the main price and alternate offer submitted by them, if any.

### **1.23 MPT'S RIGHT TO ACCEPT OR REJECT A BID**

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

### **1.24 AWARD OF CONTRACT**

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/ explanation to the Operators as regards non-acceptance of their Bid.

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

## **SECTION - II**

### **TECHNICAL SPECIFICATIONS**

#### **2.0 SCOPE OF WORK :**

2.0.1 The scope of work includes **Design, Finance, Construction, Operation and Maintenance of 4 nos. 100 ton microprocessor based pitless type lorry/road weighbridges inside Port area at Mormugao Port Trust, for a period of 10 years.**

2.0.2 The Operator initially to provide 02 nos. 100 Ton weighbridges at Berth No.10 & 11 (Behind T1 and adjacent to T2 shed) and subsequently 02 nos. 100 Ton weighbridges to be installed in the year 2018-19 inside the Port area for which locations will be identified later by mutual discussion.

2.0.3 Port shall provide required land to the Operator within the Port area on lease rent based on the prevailing SOR rates as applicable. Unpaid lease rent on respective due date would attract the interest as per prevailing SOR.

2.0.4 The 100 Tons pitless type weighbridge shall include indicator, load cells, platforms, LED Display, PC, Printer, UPS, suitable software, power supply arrangement and Operator cabin.

2.0.5 Making of approach ramps to weighbridge is included in the scope.

2.0.6 Verification & stamping of weighbridge by Legal Metrology Dept. (Weights & Measures Dept.) and periodical inspection/ renewal from Statutory Authority shall be under Operator's scope. All the charges shall be borne by the Operator.

2.0.7. On expiry of the contract period, the Operator shall dismantle the weighbridges and its accessories at his own cost and vacate the assigned area within a period of one month from the date of expiry of the contract.

2.0.8. The Operator is required to furnish the detailed cargo handling report on weekly basis, on every Monday.



## 2.1 TECHNICAL SPECIFICATION:

### LORRY WEIGHBRIDGE

Sr No	Description	
1	Type	Fully Electronic surface mounted (pitless) weighbridge Microprocessor based
2	Platform size	18 x 3 metres
3	Capacity	100 Ton
4	Graduation	10 kg
5	No of Load Cells	8 Nos. ( compression type)
6	Bottom work	Structurals including civil works
7	Accuracy	±10 kg Graduation
8	Corrosion protection	External steel surfaces must be sand/shot blasted before application of primer and Epoxy based paint.
9	Load Cells	as per 2.1.3(A)

2.1.1 The weighbridge shall be of welded design with sandwich construction incorporating H beams and Chequered plates.

- ❖ Modular Welded Deck Structure
- ❖ Low Height (Preferably be 405 mm or less from the ground) Sandwich Construction
- ❖ Load cells – Mounted inside Enclosed End Boxes
- ❖ Chequered Platform plates
- ❖ Powder Coated, Modular Guide Rail

2.1.2 The Surface Preparation through Dry Abrasive Copper Slag Shot Blasting - Corrosion Resistant epoxy finish enhance Life-span and aesthetic look of W/Bridge. Also conform to highest degree of protection against ingress of dust and moisture i.e. IP 69K.

#### 2.1.3 **Accessories:**

(A) Load cells : 8 Nos.

- i. Capacity : Minimum 45 T each,
- ii. Height : Minimum 200 mm
- iii. Load cell construction : Stainless Steel
- iv. Safe load in the Load cell : 125% of rated capacity.
- v. Max. load in the Load cell : 150% of rated capacity
- vi. Destructive load in the Load cell: 220% of rated capacity.
- vii. Repeatability and creep : Better than +/- 0.010 % FS in Load cell.

(B) Mounting / Assembly: 1 set

(C) Cable indicator : 1 set

(D) Cable: power panel to load cells to Junction Box and to Indicator.

(E) Computer: 1 no.

- i. PC: Intel core i7, 4 GB RAM, 320 GB HDD, DVD COMBO / WRITER, 22" Colour LED Monitor with Windows 7 operating system, Key board, Optical Mouse. Make: Lenovo / Dell of latest model. One year weighment data shall be stored in digital form and securely stored in a fireproof cabinet.
- ii. UPS : 1000 VA online UPS with 2.00 hrs. battery backup.
- iii. Printer: Laser Jet Printer (Black).

(F) Software : Licensed software for complete weighbridge management and linking to Port's RFID and SAP system by connecting through Port's LAN for generation of daily, weekly & monthly reports and sharing the common data base. Software must be password protected for operation and editing.

The printouts should indicate Gross, Tare and Net weight along with date and time. System Development Kit (SDK) to be provided for accessing data online. The Operator shall confirm the configuration of the PC, UPS and printer from Port Officials before procurement.

(G) An Electronic display screen shall be placed outside the cabin protected from rain and dust to display the above information to the user.

(H) Digital indicator : 1No Digitizer

- i. Display : Blue backlit, graphics up to 64 x 240 pixels up to 8 digits characters of size 17 mm x 10 mm
- ii. Mounting : wall / Desk
- iii. Options :
  1. Graphic display
  2. Serial test
  3. Network interface
  4. Ethernet port
  5. Analogue out
- iv Repeatability : 0.01% of rated output

(I) Red LED Jumbo Display having Characters of size 120 mm X 100mm

(J) Split Air Conditioner of adequate capacity to maintain required temperature and dust free environment in the control room

## 2.2 Weighbridge Standards / Codes

The offered weighbridge must conform to standards/Codes and weights & measures rules as under:

1	Specification for Weighbridge	IS:1436-1991
2	Hot rolled low medium and high tensile Structural steel	IS:1436-2006

3	Electronic Weighing System	IS:9281 Part 1-1979, Part III-1981 Part IV- 1983
4	Code of practice for general construction in steel	IS: 800-2000
5	Dimension and weight of road design vehicles	IRC:3-1983
6	Standard specification and codes of practice for road bridges	section 01 : IRC: 5-1985
7	Standard specification and codes of practice for road bridges	section 05 steel road bridges : IRC:24-1967
8	Load and Stress	IRC:6-2000
9	For Live Load	IS:875-1985
10	Weights & Measures Rules-1987	Compliance of Standard Weights & Measure

**2.3** All the necessary approvals from the statutory authorities shall be obtained by Operator for the successful installation and operation of the weighbridges.

## **2.4 OTHER CONDITIONS**

2.4.1 The Operator shall inspect and study the proposed site for installation of the weighbridge and accordingly design the foundation plan with complete layout drawings taking into consideration space limitations.

2.4.2 In the event of Ports developmental plan including completion of 4 lane road which is in progress the Operator shall dismantle the weighbridges and re- install the same at the location decided by the Port Engineer. The entire cost of the re-location of the weighbridges shall be borne by the Operator.

## **2.5 TECHNO- COMMERCIAL DETAILS**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>TECHNO-COMMERCIAL CONDITIONS</b>
1	Name of the work	Design, Finance, Construction, operation and maintenance of 4 Nos 100 Ton microprocessor based pitless type Lorry/ road Weighbridge inside Port area at MPT.
2	Location	Berth No.10 & 11 (Behind T1 shed and adjacent to T2)
3	Type of weighbridge	100 T microprocessor based pitless type Lorry weighbridge
4	No. of Weighbridge	2 Nos to be installed within 67 days of award of work and 2 Nos in the year 2018-19.
5	Capacity	100 Ton Lorry weighbridge
6	License Period	10 years

7	Type of cargoes to be weighed	Dry bulk & break bulk cargoes, Steel & bagged cargoes, wood chips, and Container.
8	Project Model	Revenue sharing model
9	Lease Rent	Operator shall pay lease rent every year for the land allotted to him for setting up the weighbridge and operator's cabin. The lease rent will be applicable as per S.O.R. and will be payable by the Operator in advance for each year. The present SOR rates are as indicated at Appendix-X. The first year's rent shall be paid within 15 days of allotment of land and before signing the lease agreement with Estate Section.
10	Minimum offered rate (Revenue share)	The bidders shall quote the revenue share in percentage and shall not be less than 20%
11	Availability of weighbridge	95 % for each month.
12	Penalty, if availability not achieved	Rs 400/- per hour for availability below 95% for each month.
13	Hire Charges	The Operator shall collect the weighment charges from the Port users directly as per Scale of Rates (SOR) with service tax extra as per the prevailing rates.
14	Maintenance	Comprehensive maintenance of the weighbridge including Statutory approvals from Govt./ State Govt., if any, is the responsibility of the Operator during the contract period. The entire cost towards comprehensive maintenance shall be borne by the Operator
15	Electricity & Water	To be provided by the Port on chargeable basis as per the prevailing rates.
16	Payment Terms	The Operator shall pay the agreed revenue share on or before 7 <sup>th</sup> working day of every month failing which interest for delayed payment will be charged as per the prevailing SOR rate.

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

## **SECTION - III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **3.1 DEFINITION AND INTERPRETATIONS**

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. "MPT" or "Port" or "Port Trust", means the "Board of Trustees of MORMUGAO PORT TRUST" or their successors and assigns, acting through its Chairman or any other officer so nominated by the Board.
- b. "Engineer" means the Chief Mechanical Engineer (CME) of the Mormugao Port Trust or the officer authorized by him to act for and on his behalf.
- c. Engineer-in-Charge: Officer appointed by Engineer to be in charge of the execution of work.
- d. "Contractor/Operator" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Port and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- e. "Sub Operator" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Operator under intimation to the Port.
- f. "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments/clarifications thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between MPT and the Operator.
- g. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.

- h. "Contract Price" means the price payable to the Operator as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- i. "Specification" means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Port.
- j. "Site" means the land and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Board for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the site.
- k. "Works" means the works to be executed in with the Contract.
- l. "Approved/Approval" means the approval in writing.
- m. "Engineer-In-Charge" means any Officer authorized by Chief Mechanical Engineer for the work.
- n. "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer- In – Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-In-Charge.
- o. "Tests on completion" shall mean such tests as are prescribed by the applicable Design Standards (latest editions), codes and described in the tender document, to be made by the Operator before the equipment/items are supplied, delivered and taken over by the Port.
- p. "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- q. "Defect Liability Period" has the meaning assigned in the clause No. 3.25 of the tender document.
- r. "Month" means calendar month.
- s. "Day" means calendar day.
- t. "Letter of Acceptance (LOA)" means the formal acceptance, made by or on behalf of the Port, of the tender including any adjustments or variation to the tender agreed

between the Port and the Operator.

- u. "Foreign currency" means the currency other than Indian Currency.
- v. "Commissioning of Equipment" has the meaning assigned in clause no.2.28.1 of the tender document.
- w. "Tender" means the offer of the Operator along with all other relevant documents as referred to in the Contract.
- x. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligation of the Operator under the contract.

### **3.2 SINGULAR AND PLURAL**

Words implying the singular only also include the plural and vice versa where the context required.

### **3.3 HEADINGS OR NOTES**

The headings in these conditions of Contract and instructions to tenders shall not be taken to be part thereof, or be taken into consideration in the interpretation, or construction thereof, or of the Contract.

### **3.4 ENGINEER-IN-CHARGE AND HIS REPRESENTATIVE**

- a. The Engineer-In-charge shall carry out such duties in issuing decisions, certificates and orders as specified in the Contract.
- b. The Engineer may from time to time, in writing delegate to his Representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer to the Operator in accordance with such delegation shall bind the Operator provided always that:
  - i. Any failure of the Engineer to disapprove any Plant workmanship shall not prejudice the power of the Engineer thereafter such Plant or workmanship and to order the rectification thereof in accordance with these conditions;
  - ii. If the Operator shall be dissatisfied by reason of any decision of the Engineer he shall be entitled to refer the matter to the officer above the rank who will thereupon

confirm, reverse or vary such decision, and the same shall be final and not arbitrable.

- iii. Wherever by these conditions the Engineer is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Operator, the Engineer shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the Engineer he shall be at liberty to refer the matter to Appellate Authority with these conditions, and the same shall be final and not arbitrable.

### **3.5. OBLIGATIONS OF THE OPERATOR**

- a. The Operator shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Operator's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Operator shall be fully responsible to MPT for proper, efficient and effective discharge of their duties.
- b. If the Port shall consider himself entitled to any claim under the Performance Guarantee he shall forthwith so inform the Operator specifying the default of the Operator upon which he relies. If the Operator fails to remedy such default within 30 days after the receipt of such notice the Port shall be entitled to forfeit to the extent of the loss incurred by reason of the default.
- c. The Operator shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract.

### **3.6 ASSIGNMENT AND SUBLETTING**

- a. The Operator may submit the details of subletting. However the final decision will be made by MPT authority.
- b. He shall neither assign his right and interest in this present tender nor assume a fresh partner or partners, or dissolve the partnership existing between him in reference



to this Contract without the written permission of MPT.

- c. In the event of any activity being sub-contracted, the total liability and responsibility for meeting obligations and performance under Contract Agreement shall rest with the Operator. In the event of the Operator contravening this condition, the Port shall be entitled to terminate the Contract forthwith and award a fresh Contract to some other party at risk and cost of the Operator who shall be liable for any loss or damage which the Port may sustain in consequence arising out of such replacement of the Operator. In such case the Performance Guarantee shall be forfeited.
- d. Such consent, if any, shall not relieve the Operator from any liability or obligations under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Operator or his servants, agents or workmen fully if they were the acts, defaults or neglects of the Operator provided always that the provisions of labour or a piecework basis shall not be deemed to be sub-letting under this clause.

### **3.7 PATENT RIGHTS**

- a. The Operator shall fully indemnify the Port against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, Design, trademark or name, copyright or other protected rights in respect of any machine, Plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Operator in India, or elsewhere.
- b. All payments, or otherwise shall be deemed to be included by the Operator in the Prices named in the tender and shall be paid by him to whom they may be payable.
- c. In the event of any claim being made or action brought against the Port in respect of any such matter as aforesaid, the Operator shall be immediately notified thereof and he shall, with the assistance if he so requires of the Port, but at the sole expense of the Operator, conduct all negotiations for the settlement of the same or any litigation that may arise from, provided that the conduct of such negotiations or litigations shall be conditional upon the Operator giving to the Port such security as shall from time to time, reasonably required by the Port to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost which might be payable by Trustees in respect of or as result of any negotiation or litigation.

### **3.8 GENERAL OBLIGATION OF THE PORT**

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

### **3.9 FRAUD AND CORRUPTION**

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

- a) Defines, for the purpose of this provision the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- b) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial non competitive levels and;
- c) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- d) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- e) Will have the right to enquire that Operator to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

### **3.10 CONTRACT PERIOD & COMPLETION PERIOD OF WORK**

The contract period shall be 10 years after commissioning of the weighbridges.

#### **A. Commencement of contract**

The Contractor shall complete supply, delivery at site, installation and commissioning of the weighbridges, as well as deploying necessary manpower and complete all other allied works within a period of **60 days** from the date of receipt of Letter of Award (LOA) by the Operator so as to put the weighbridges for operation.

#### **B. Date of Manufacturing**

The Contractor shall produce certificate issued by the OEM in respect of date of manufacturing and capacity of the weighbridge.

#### **C. Equipment maintenance and inspection**

The Contractor shall at its own cost and arrangement promptly repair/replace or restore any of the equipment or any part thereof which may be lost, damaged or destroyed or completed its useful service life. In the event of replacement of any equipment by another one, the latter must conform to the age restriction and Broad Technical

The Contractor shall allow MPT or any statutory authority to inspect the equipment at all points of time and take such action as may be directed by MPT or the said statutory authority with regard to any of the equipment.

#### **D. Harbour Entry Permits**

The Operator shall have to obtain required permits for entry inside the dock premises for its employees, workmen, security personnel, vehicles, tools & tackles, equipment/accessories including the equipment and other materials. following the procedure of MPT in vogue. The required permits shall be on chargeable basis.

### **3.11 RATES AND AMOUNTS INCLUDE ALL CHARGES**

The rates and amounts submitted by the Bidder shall include all payments on account of taxes, levies, duties, insurance, freight, royalties, etc., payable to the State of Goa or Government of India or any other authority or Body Corporate and all other incidental charges that the Bidder may have to bear for the execution of the Works. The Bidders shall make their own arrangements to ascertain the applicable rates in respect of Central Excise Duty from the concerned Govt. Authorities.

### **3.12 ADDITIONS AND ALTERNATIONS**

- a. MPT may give instructions and directions as may appear (necessary and proper) for the guidance of the Operator and good and efficient execution of the Works under

this contract without altering major conditions and scope of work of the Contract.

- b. The Operator shall receive, obey and be bound by the same according to the true intent and meaning thereof.

### **3.13 EXECUTION**

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

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

### **3.14 SECURITY DEPOSIT**

- (i) The person who's tender is accepted, the firm must within 30 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit as security an amount of Rs 5,00,000/-, in the form of Bank Guarantee. Subsequently, the firm is also required to furnish additional BG towards Security Deposit of value Rs.2,50,000/- for each new installed weighbridge, renewed every year, within 30 days of placement of order/LOA.
- (ii) On receipt of full deposit as arrived above in any manner aforesaid the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of H1 of the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish Earnest Money. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.
- (iii) The failure of the successful bidder to submit the required performance guarantee shall constitute sufficient grounds for termination of the contract and forfeiting the earnest money deposit.
- (iv) Forfeiture of SD: The security deposit will be forfeited, if the Operator fails to fulfill any or all the conditions of this contract, without any interference from it towards all

rights of the Board to recover from the Operator any other amounts falling due to the Board through non-observance/compliance by the contract conditions and any of the clause thereof by the Operator.

### **3.15 SIGNING OF AGREEMENT**

- (i) The Operator shall execute an Agreement on a stamp paper of value of Rs **1000/-** with the Trust within 45 days from the date of receipt of LOA. If the Operator, whose tender has been accepted, fails to execute an Agreement within 45 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed in the Trust's tenders.
- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful
- (iii) Bidder Stamp paper shall be purchased in the state of Goa.
- (iv) The place of stamping and signing of Agreement shall be at MPT only.
- (v) Further, if the successful Operator undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the successful Operator's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Operator shall form a binding Contract between the Trust and the Operator.

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

### **3.16 CONTRACT DOCUMENT MUTUALLY EXPLANATORY**

- a. The several documents forming the Contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.
- b. In case of any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and of the specifications or drawings or as

to the dimensions or the quality of the material or proper execution of the Works or as to the measurement or quality and valuation of the Works executed under this Contract or as extra thereupon, the same shall be explained by the Engineer-in-charge or his authorized representative.

- c. The explanation of Engineer-in-charge or his authorized representative shall be final and binding upon the Operator and the Operator shall execute the Works according to such explanations, and without extra charge or deductions to/from the Prices specified in the bill of quantities and do all such Works and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

### **3.17 OPERATOR'S EQUIPMENT**

- a. The Operator shall be responsible for supply, use and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.
- b. MPT may, if they deem fit, direct the Operator to remove from site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The Operator shall immediately follow MPT's directions/instructions.

### **3.18 LABOUR**

- a. The Operator shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the Installation, Testing and Commissioning of the equipment within the completion period as stipulated in the tender.
- b. In the event of any outbreak of illness or an epidemic nature, the Operator shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

- c. The Operator shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- d. The Operator shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, IE Act 1956, etc.
- e. If as a result of Operator's failure, negligence, omission, default or non-observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Operator under this Contract or any other Contract or otherwise recover from the Operator any sums which MPT is required or called upon to pay or reimburse on behalf of the Operator. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Operator.
- f. The Operator shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.
- g. The Operator or his sub-Operator shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act.1948.
- h. The Operator shall also comply fully with the provisions of the payment of Wages Act, 1936.
- i. If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief labour Commissioner's interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages,the same shall be borne by the Operator/Operators. The Operator shall be

responsible for the observance by his sub-Operators, of the foregoing provisions/precautions.

- i. The Operator shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Operator to his labourers. The Operator shall also submit periodical returns of labour employed by him and wages paid, to the Port's representatives.
- k. The Operator shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPT shall provide the same and recover the cost thereof from any amount due or which may become due to the Operator or from any amount lying with them or under their control.

### **3.19 FAIR WAGES**

- a) The Operator shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons will be paid as applicable.
- b) The Operator shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub Operator in connection with the said work, as if the labourer had been immediately employed by him.
- c) Display of notices regarding wages etc:  
The Operator shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.
- d) Wages book and wage slips:  
The Operator shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-
  - i) Rate of daily or monthly wages,



- ii) Nature of work on which employed,
  - iii) Total No. of days worked during each wage period.
  - iv) Total amount payable for the work during each wage period.
  - v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made. Wages actually paid for each wages period.
  - vi) A wage slip for each worker employed on work provided that the Port may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books.
- e) Preservation of books and slips:  
The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.
- f) Inspection of books and slips:  
The Operator shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.
- g) Powers of the Engineer to make investigation/enquiries:  
The Engineer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the Operator or sub-Operator in regard to such provision. The Port shall have the right to deduct from the money due to the Operator any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deduction that may be permissible under any law for the time being in force.

### **3.20 PLANT AND EQUIPMENT**

The Operator shall at his own costs and expenses provide all labour, Plant, haulage, transportation of Plant and equipment to be used for executing the Contract, all materials, stores, etc., required for efficiently carrying out and completing the work to the satisfaction of MPT.

### **3.21 DRAWINGS**

The list of drawings, number of copies, mode of submission, approval will be mutually agreed between the Bidder and MPT.

### **3.22 DEFECT LIABILITY PERIOD**

In this condition the expression 'Defect Liability Period' shall mean a Guarantee period calculated from the date certified at the time of acceptance. Defect Liability Period shall be extendable to the extent of idling of Equipment/ Facility (non-commercial use) due to non rectification of defects during the original or extended defect liability period; Reasonable period of response may be decided on case to case basis and indicated by the Port after considering the nature and type of defect, its remedial process and scope of contract.

### **3.23 TIME OF ACCEPTANCE**

The supply, delivery and Installation of the equipment/ items at site shall be deemed to have been accepted by the Port when the same shall have been installed, tested & commissioned and the Engineer shall have issued the final acceptance certificate.

### **3.24 INCOME TAX DEDUCTION**

Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Operator.

### **3.25 CERTIFICATE AND PAYMENT**

**(i) PAYMENT TERMS:** The Operator shall pay the agreed revenue share on or before 7<sup>th</sup> working day of every month failing which interest for delayed payment will be charged as per the prevailing SOR rate.

**(ii) COMPLETION REPORT/COMMISSIONING CERTIFICATE:** On completion of work/ expiry of contract period, the Operator will apply to the Engineer along with the commissioning certificate issued by Agency for the issue of MPT's commissioning certificate and the same will be issued within 10 days of the completion of work in all respects, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with details set out in the construction and

erection drawings, and the contract documents.

**(iii) PAYMENT OF OPERATORS BILLS THROUGH ECS :** The Bidder should submit the consent in a mandate form for receipt of payment through ECS and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c number, bank and branch code as appearing on MICR cheque and IFSC code no issued by bank. Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

Failure on the part of the bidder to communicate changes in bank account nos. (for reasons which may include change in the constitution of a party due to amalgamations/ mergers/ take-over) or delay in receipt of communications or non-updation of bank account nos. may result in payments being made to an unrelated account for which MPT will not be responsible.

### **3.26 INSURANCE**

The Operator during the contract period shall provide for necessary insurance for their material and manning.

- a. The Operator shall, at his own cost and arrangements, insure all insurable assets to be supplied during transit from the manufacturer's/ operator's premises to Port site.
- b. The Operator shall, at his own cost and arrangements, insure all insurable assets to be supplied, installed and maintained by him as required by the law and ensure that same are revalidated from time to time throughout the period of the contract. The Contractor in this regard shall present evidences, if demanded by MPT.
- c. Such insurance shall be effected with an Indian Insurance Company and in terms approved by the Port Trust & Bidder shall submit the copy of policy of insurance to Engineer-In-Charge before arrival of equipment at site and shall be valid till Final Acceptance Certificate.

### **3.27 WORKMEN'S COMPENSATION**

The Operator shall indemnify MPT in the event of the Trustees being held liable to pay compensation for injury to any of the Operator's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall

take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

### **3.28 DEFAULT OF THE OPERATOR**

An event of default is when the Operator fails to execute the terms and conditions and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.

#### **3.29.1 Default:**

Occurrence of any one or more of the following will be considered as event of default:

- a) In case the commencement of contractual period cannot be effected within 30 days from 7<sup>th</sup> day of issue of LOA.
- b) Operator fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.

#### **3.29.2 Termination**

- (a) If the Operator fails to commence the work within 30 days from 7<sup>th</sup> day of issue of LOA, 30 days notice will be issued for cancellation of work order and failure to commence work within notice period i.e. 60 days, the work order will stand cancelled, and security deposit will be forfeited.
- (b) In the event of occurrence of default (b) mentioned above MPT may proceed for terminating the contract by way of giving 3 months (termination period) notice within which time the Operator will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the Operator to do so, MPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Operator before taking possession of such equipment. Also, in such event, the Operator shall not be entitled to claim any compensation from MPT for any damage that may occur during such removal and keeping of the equipment at any location by MPT. Also in case of termination of the contract the security deposit will be forfeited.
- (c) During the notice period of 3 months as at (b) above, the Operator may be asked by MPT to continue to discharge its obligations under the contract which the Operator would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users in the wake of gradual winding up of the entire set-up of the Operator.

- (d) This contract shall be terminated upon issue of 3 months notice to this effect by either parties and no compensation whatsoever shall be paid.
- (e) No compensation shall be paid by MPT to the Operator in the event of termination of the contract.
- (f) If after termination, any amount is due to be paid by MPT to the Operator, the same shall be paid after adjustment of the dues and damages receivable by MPT from the Operator.

### **3.30 MPT's LIEN**

MPT shall have a lien on over all or any money that may become due and payable to the Operator under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the MPT to the Operator either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between MPT and the Operator.

### **3.31 SETTLEMENT OF DISPUTES**

- (i) If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the Operator in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the Operator shall give written notice of his decision to the Operator, if the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the Operator as aforesaid or if the Operator be dissatisfied with any such decision then any such case, the Operator shall, within a further period of 30 days from the expiry of the first 60 days from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer.
- (ii) If the Operator, after receiving notice of the decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision then the Chief Mechanical Engineer's decision will be final and binding upon the Operator, and no further claim will exist

thereto.

- (iii) The Chairman shall, within a period of 60 days from the receipt of the request from the Operator, give written notice of his final decision in the matter under dispute to the Operator. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the Operator as aforesaid or if the Operator be dissatisfied with any such final decision given, then the Operator may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as herein after provided. If the Chairman has given the written notice of his final decision to the Operator, and no claim to the arbitration has been communicated to the Chairman by the Operator, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the Operator. If the Chairman fails to give written notice of his final decision to the Operator within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Chief Mechanical Engineer by the Operator within a period of 30 days thereafter, then the decision given by the Chief mechanical Engineer shall remain final and binding upon the Operator as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the Operator until the completion of the work and shall forthwith be given, effect to by the Operator who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.
- (iv) All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Mechanical Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act No. 10 of 1940) or any reenactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman or the purpose of obtaining his decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.

(v) The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Chief Mechanical Engineer and the Operator provided always:- In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor. In all cases, the Arbitrator shall give a speaking/reasoned award.

### **3.32 EXTENSION OF TIME**

(i) The Operator shall commence the works on site within the period indicated in the tender after the receipt of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the Operator.

(ii) The Operator shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the Operator such as war, stormy weather and for other reasonable causes in the opinion of the Engineer, the Engineer may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Operator shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.

(iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.

(iv) No claim shall be made by the Operator on the grounds of executing the work beyond the completion period stipulated in the contract.

### **3.33 ARBITRATION**

Disputes if any, between MPT and the Operator during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory

modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a panel of two arbitrators, of which one to be appointed by MPT and other by the Operator. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa.

### **3.34 TERMINATION OF CONTRACT**

If the Operator does not perform the Contractual obligations satisfactorily, as far as Commissioning the equipment for commercial use within stipulated time frame, the Contract is liable to be terminated after issue of notice of 60 (Sixty) days to the Operator and the Security deposit will be forfeited.

### **3.35 FORCE MAJEURE**

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

### **3.36 LABOUR LAWS**

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

### **3.37 OUTBREAK OF WAR**

If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Operator shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavors to complete the execution of the Works, provided always that either MPT or the Operator shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other, and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.



### **3.38 MISTAKE IN OPERATOR'S DRAWING**

The Operator shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or other particulars supplied by him, have been approved by the Engineer or not.

### **3.39 DEFAULT OF MPT**

Interfering with or obstructing the written approval in this Contract, the Operator shall be entitled without prejudice to any other rights or remedies to terminate the Contract by giving 90 (Ninety) days prior notice in writing to Port.

### **3.40 AMENDMENT**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representative of each party thereto.

### **3.41 SEVEREPLITY**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

### **3.42 ACCEPTANCE OF OFFER**

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

### **3.43 SUB-LETTING OF THE WORK**

The bidder shall indicate in his offer the works, which he intends to sublet to the sub-Operators. The Contract Agreement will specify the major works for which the Operator proposes to engage the Sub-Operator. The Operator from time to time propose any addition or deletion to the list and will submit proposals in this regard to the Engineer-in-Charge for approval well in advance so as not to impede the progress of work. Such

approval of the Engineer-in-Charge will not relieve the Operator from any of his obligations, duties and responsibilities under the contract.

#### **3.44 SUB-OPERATOR**

At the commencement of the job the Operator shall supply to the Engineer-in-Charge, list of all sub-Operators or other persons or firms engaged by the Operator to work at the Site. Any bidder who had submitted the bid for this tender and does not get the contract because of his being not the lowest will be prohibited from working as sub-Operator for execution of this contract. List of Operators shall be provided for in the Agreement.

#### **3.45 FAILURE OF THE OPERATOR**

If the Operator fails to complete the work and the order is cancelled, the amount due to the Operator on account of work executed, if payable, shall be paid only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

#### **3.46 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

The work during its progress (or) during the defect liability period can also be inspected by the Chief Technical Examiner (or) his authorised representatives of the Central Vigilance Commission of MPT and any defects pointed out by him shall be attended by the Operator.

#### **3.47 LIQUIDATED DAMAGE**

In the event of failure by the Operator to complete the execution of the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the Operator shall pay the Board as Liquidated Damages and not by way of penalty for delay to complete the work, a penalty of 0.5% of BG value per week or part thereof subject to a maximum of 10% and the Board shall have the power to deduct this amount from the payment of the amounts due to the Operator or from his deposit.

#### **3.48 FACILITIES PROVIDED BY PORT**

- a) Electric Power in A.C., three/ single phase, 440 V, 50 cycles will be provided on chargeable basis for welding and execution of the contract work subject to availability. However, Operator shall arrange all cabling switch gears, etc. for power supply to his equipment at his own arrangement by their expenses for execution of contract works.

- b) Operator shall avail the Port equipments / Mobile Crane on chargeable basis as per Scale of Rates subject to availability.
- c) Water supply shall be arranged by the Operator for execution of the work.
- d) Accommodation, if required, shall be provided in the Port quarters to the Operator/his employees, on chargeable basis as per prevailing Scale of Rates subject to availability.

### **3.49 REMOVAL OF EQUIPMENT**

The Operator shall have to peacefully remove the equipment (including all allied items) within one month from the date of completion/ termination of the contract from MPT's premises. During this period i.e. after completion / termination of contract, all charges including lease rent, electricity charges etc will be payable at the prevailing rates. During the aforesaid period, free Dock Permit will not be issued by MPT and the Operator shall have to pay the charges as per the prevailing SOR rates.

In case of failure on the part of the Operator to do so, MPT shall be at liberty to remove the said equipment etc and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent, as applicable, for keeping of the same shall have to be paid in full by the Operator before taking possession of such equipment gain. Also, in such event, the Operator shall not be entitled to claim any compensation from MPT for any damage that may occur during such removal and keeping of the equipment and / or any other material at any location at **MPT**.

- 3.50** Documentary evidence that the Tenderer has an office in Mormugao, Goa, for effective co-ordination with MPT or otherwise at least a declaration to set up the same in the event of the LOA (Letter Of Award) being issued in favour of the Tenderer before commencement of actual operation.

### **3.51 TRAFFIC PROJECTION**

MPT will not guarantee any minimum cargo volume for handling by the Contractor. The cargo handling projection for the year 2016-17 to 2025-16 is as indicated at Appendix-XI.

### **3.52 INTEGRITY PACT**

The Bidders will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed with the tender document along with their techno-commercial bid (Cover-II) of their offer, failing which their offer will not be

considered any further. Names of the Independent External Monitors (IEMs) for this tender will be provided, if necessary, after the pre-bid meeting.

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

## **SECTION - IV**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

- 4.1 The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
- 4.2 It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the Tenderer.
- 4.3 The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Schedule of prices attached with the Tender document. The prices quoted shall be inclusive off taxes, duties, freight, insurance, unloading etc and any correction shall be supported by the tenderer's signature there against.
- 4.4 The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
- 4.5 It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
- 4.6 The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.
- 4.7 The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.

- 4.8 The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
- 4.9 The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
- 4.10 The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer, the Tenderer shall contact the **Chief Mechanical Engineer, Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.** Ph. 0832-2594227, Fax. 0832-2521175. The gate entry pass shall be on chargeable basis as per Scale of rates.

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

## SECTION – V

### SCHEDULE OF RATES

**Name of the Work : DESIGN, FINANCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF 4 NOS. 100 TON PITLESS TYPE LORRY/ROAD WEIGHBRIDGES WITH MICROPROCESSOR INSIDE PORT AREA AT MORMUGAO PORT TRUST FOR A PERIOD OF 10 YEARS.**

Sr.	Description	Qty	Minimum ceiling rate of revenue share in Percentage (%)	Offered revenue share in percentage (%)	
				In figures	In words
1.	Design, Finance, Construction, Operation and Maintenance of 100 Ton microprocessor based pitless type Lorry/Road Weighbridge inside Port area at MPT as per Scope of work and Technical Specifications.	4 Nos.	20 % of Revenue share		

- Note:**
1. In case of discrepancy in the rates quoted in figures and words, the rates quoted in words will prevail.
  2. The evaluation of Price offer will be done on Highest % of revenue share.

#### TENDERER'S SIGNATURE WITH SEAL

Name : .....

Designation : .....

Date : .....

Seal:

**TENDER FORM**

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

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To

**The Chief Mechanical Engineer,  
Office of Chief Mechanical Engineer,  
Engineering Mechanical Dept., Mormugao Port Trust,  
A.O. Bldg, Headland Sada,  
Mormugao, Goa – 403804**

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“Design, Finance, Construction, Operation and Maintenance of 4 nos. 100 ton pitless type lorry/road weighbridges with microprocessor, inside Port area at Mormugao Port Trust for a period of 10 years”** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“Design, Finance, Construction, Operation and Maintenance of 4 nos. 100 ton pitless type lorry/road weighbridges with microprocessor, inside Port area at Mormugao Port Trust for a period of 10 years.”** with all equipment, spares, etc., Entire work shall be completed within 67 days from the date of issue of LOA.
3. We further undertake, if our tender is accepted, we will deposit within 30 days from the date of receipt of order Demand Draft from any scheduled/ Nationalized Bank in favour of Financial Advisor & Chief Accounts Officer, MPT payable at Vasco, Goa” an amount of Rs. 6,00,000/- towards security deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 45 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & MPT’s Letter of Indent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.



7. We agree to deposit Earnest Money as per the Port's terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 45 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the Port.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated the .....day of.....in the capacity of.....duly  
authorized to sign tender for and on behalf of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

**ANNUAL TURNOVER STATEMENT**

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

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (RS.)</b>	<b>NET WORTH (RS.)</b>

**NOTE:**

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.

2. Bidder shall work out Net worth on following basis:

Net Worth : Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year)

**SIGNATURE OF BIDDER :**

**NAME OF BIDDER :**

**COMPANY SEAL:**

**FORM OF AGREEMENT**

MEMORANDAM OF AGREEMENT made this day of two thousand at Vasco, Goa BETWEEN the Board of Trustees of the Mormugao Port Trust, Mormugao Goa, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "OPERATOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of "**Design, Finance, Construction, Operation and Maintenance of 4 nos. 100 ton pitless type lorry/road weighbridges with microprocessor, inside Port area at Mormugao Port Trust for a period of 10 years**"

WHEREAS the Operator has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the Operator and where as the Operator has deposited a sum of Rs. /- (Rupees as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a. Technical Specifications
  - b. Schedule of Rates/Prices
  - c. General Conditions of Contract
  - d. Special Conditions of Contract

3. The Operator hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Operator in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS	}	
HEREUNTO AFFIXED AND THE CHIEF	}	CHIEF MECHANICAL ENGINEER
MECHANICAL ENGINEER THEREOF,	}	MORMUGAO PORT TRUST

SIGNING IN THE PRESENCE OF :

i) \_\_\_\_\_

ii) \_\_\_\_\_

SEALED AND SIGNED BY THE	}	
OPERATOR IN THE PRESENCE	}	OPERATOR
OF :-	}	

i) \_\_\_\_\_

ii) \_\_\_\_\_

**FORM OF PERFORMANCE GUARANTEE**

Bank guarantee bond to be issued by nationalized banks only

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

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

4. We .....(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Operator(s), and accordingly discharge this guarantee.
  
5. We .....(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Operator(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 Operator(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Operator(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Operator(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.
  
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Operator(s).
  
7. We .....(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
  
8. This Guarantee shall be valid upto ..... unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees ..... only) and unless a claim in writing is lodged with us within two months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of ..... For .....

(indicate the name of the Bank).

**FORMAT OF POWER OF ATTORNEY**

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

**POWER OF ATTORNEY  
To Whomsoever It May Concern**

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

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer)

**APPENDIX - VI**

**DECLARATION FORM**

Sr. No.	Description	Yes / No.
1.	Agreed all terms and conditions of Tender	
2.	Have you ever been Black listed by any Government / PSU	

**Firm's Sign and Seal**

Place:

Date:



**ADVANCE STAMPED RECEIPT**

Received from the FA & CAO, MPT, Vasco Goa a sum of **Rs.1,00,000/-**  
**(Rupees One Lakh only)** towards refund of Earnest Money Deposit vide  
Tender No. CME/PD/VI/2016.

Revenue Stamp

Signature with Office Seal

**BANK DETAILS FOR ECS PAYMENT**

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

**Firm's Sign and Seal**

Place:

Date:

## **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 \_\_\_\_\_ 20\_\_, 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 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the 'BUYER/ EMPLOYER'**

1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being

conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/ EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

3.5\* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

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

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

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

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

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

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

- (i) Bank Draft or a Pay Order in favor of \_\_\_\_\_
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the 'BUYER/ EMPLOYER' on demand within 3 working days without

any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/EMPLOYER' shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Bid Document).

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

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

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

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

## **6. Sanctions for Violations**

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



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

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

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

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

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

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

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

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

(ix) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

8.1 The 'BUYER/ EMPLOYER' shall appoint 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 BUYER/EMPLOYER,

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

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

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

## **9. Facilitation of Investigation**

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

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

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

## **11. Other Legal Actions**

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

## **12. Validity**

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

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ BUYER/  
EMPLOYER BIDDER.

Name of the Officer. 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 BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders

**SCALE OF RATES AS APPLICABLE FOR THE YEAR 2016-17**

<b>Sr. No.</b>	<b>Description</b>	<b>Scale of Rates (SOR) in Rupees</b>
1	Lease rent per 10 sq metres per month or part thereof for area at T1/T2 shed, Near Berth No. 10 inside custom bound area, Mormugao Port Trust, at Vasco.	590.00 (Service tax extra as applicable)
2	Weighment charges per ton	5.50 (taxes and duties extra)

**NOTE: The rates of Lease rent and Weighment Charges shall be revised by TAMP from time to time as applicable during the Contract period.**