



An ISO 9001 : 2008 Port
ISPS CODE Compliant

MORMUGAO PORT TRUST ENGINEERING MECHANICAL DEPARTMENT

e-TENDER No. CME/PD/XIII/2017

e- TENDER FOR

“Supply, Operation, Maintenance of container handling equipments ,Logistics and Yard management at Berth No.10 & 11 for a period of 5 years”

THROUGH e-TENDER ON WEB SITE

www.tenderwizard.com/MPT

Due at 1430 hrs on 16/10/2017

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT
e-TENDER No. CME/PD/XIII/2017

e –Tender for “Supply, Operation, Maintenance of container handling equipments, Logistics and Yard management at Berth No.10 & 11 for a period of 5 years”

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MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING TENDER

e-TENDER No. CME/PD/XIII/2017

E-Tender is invited for the work of “Supply, Operation, and Maintenance of container handling equipments, Logistics and Yard management at Berth No.10 & 11 for a period of 5 years”

Due Date of submission: 16/10/2017 at 1430 Hrs.

Further details www.tenderwizard.com/MPT

CHIEF MECHANICAL ENGINEER

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING ONLINE TENDER (NIOT)

Details about tender:

Tender inviting	CHIEF MECHANICAL ENGINEER, MORMUGAO PORT TRUST	
e - Tender No.	CME/PD/XIII/2017	
Name of Work	e-Tender for “Supply, Operation, Maintenance of container handling equipments ,Logistics and Yard management at Berth No.10 & 11 for a period of 5 years”	
Estimated Cost (INR)	Rs. 24 Crore.	
Bidding Type	Open (<i>eTender Mode Only</i>)	
Bid Call (Nos.)	One	
Tender Currency Type	Single	
Tender Currency Settings	Indian Rupee (INR)	
Joint Venture	Allowed	
Tender Cost	Rs.5000/-	Mode of Payment : e-Payment Only
EMD Cost	Rs.24,00,000/-	In the form of Bank Guarantee from Nationalized/Scheduled Bank
Payment of Tender Fee & EMD	<p>The Tender fee and EMD shall be paid in e-payment mode only. For exemption of EMD, the Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be submitted in electronic format (by scanning) while uploading the bid.</p> <p>Mode of Payment towards Tender Cost to be paid online through e-Payment mode before due date via:</p> <ol style="list-style-type: none"> i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS). Tenderer requires downloading pre-printed Challan towards credit of MPT available on e-tender website and making its payment through any of their Bank. ii. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay. iii. Net Banking: Payment can be made through the Internet Banking of Any Bank. <p>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</p>	

Security Deposit	The successful Tenderer shall submit a Bank Guarantee towards Security Deposit from Nationalized/Scheduled bank equivalent to Rs. 47 lakhs (Rupees Forty Seven lakhs only) within 30 (thirty) days from the date of receipt of Letter of Acceptance (LoA).
Performance Guarantee	The Security deposit will be converted to Performance Guarantee during the entire period of contract.
Commencement of Contract Period.	The operator shall commence the operations with all equipments and necessary manpower within 60 Days from the 7 th day of issue of LOA.
Qualifying Criteria	Please Refer Section I – Instruction to Tenderer.
Date & Place of Pre Bid Meeting	06/10/2017 at 1100 Hrs. Conference Room, Office of the Chief Mechanical Engineer, Mormugao Port Trust, A.O. Bldg., Headland Sada, Goa - 403 804.
Last Date & Time for Receipt of Bids	16/10/2017 at 14.30 Hrs.
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on 16/10/2017 at 15.00 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
Bid Validity	120 days from the last date fixed for receiving the tender.
Online Documents required to be submitted by scanning	a. EMD in the form of BG. b. Copy of documents viz. Work Order, Completion certificate with performance, Financial Turnover, Auditor's report, Balance sheet, P/L account statement etc. Financial Turnover Certificate as at Appendix-II. c. Entire Tender document, each page and form duly signed and filled in.
Address for communication:	Chief Mechanical Engineer, Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	For Tender related queries: Phone :08322594227; Email : xenpnd.mgpt@gmail.com For e-Tendering related queries: E-Tender Help Desk, 3rd Floor, IT-HUB Opp. Govt. ITI, Altinho Panaji, Goa - 403001 www.tenderwizard.com/MPT Ambasa - 09686196764 Harish K. B. - 09686115318 DilipPai B. – 08888636107 Email: mptetender@gmail.com
Website	www.tenderwizard.com/MPT

Format and Signing of Bid

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

The Bid shall contain no alterations additions, except those to comply with instructions issued by Port.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Bidders to follow the following procedure to submit the bids online through the e-tender site www.tenderwizard.com/MPT
2. Bidder should do the registration in the tender site using the '[Vendor Registration](#)' link available on home page.
3. Then the Digital Signature of SIFY/TCS/n Code or any Certifying Authority is to be registered after logging into the site.
4. Bidder can use 'Document Library' menu to upload technical documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
5. Bidder may get the tenders published documents in 'Tender free view' link in home page and download the required documents/tender schedules by free of cost for read only.
6. Bidder then must login into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
7. Only one DSC should be used for a bidder and should not be misused by others.
8. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
9. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the Addendum/Corrigendum's published before submitting the bids online.
10. Bidder must fill the bid documents to be submitted as indicated in the tender schedule and they should be use the uploaded format in website.
11. Bidder should submit the EMD and tender fee as specified in the tender in the NIOT.
12. Bidder selects the tender which he is interested using Tender search option initially the tender will be available in vendor unapplied stage.
13. From vendor unapplied stage Bidder has to request the tender document by clicking on Request tender form level-1 icon.
14. After requesting the tender, same will move to vendor in progress.

15. The bidder has to select 'Edit Attachment Level 1' icon under action menu of particular tender.
16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
17. The vendor has to quote the rates in provided excel sheet (Price Schedule) by filling the cells highlighted in blue color and should be updated. The Price Schedule document, if found modified by the bidder, his bid will be rejected.
18. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
19. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
20. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
21. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
22. Bidder should log into the site well in advance for bid submission so that he submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
23. Each documents to be uploaded online for the tenders should be less than 5 MB. And BOQ and Technical bid should be less than 2 MB. If any document is more than 5 MB, it can be reduced by scanning at low resolution and the same can be uploaded.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidder should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.

27. Any documents that are uploaded to the server are subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
28. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.
Tender Document can be submitted online only in the designated two cover system on the e-tender website www.tenderwizard.com/MPT on or before the due date and time.
29. Tenderer should submit the tender as per specification indicated in Price Schedule and accordance with the Instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract, etc.
30. Technical and Commercial bid(Cover-I) : The tenderer shall upload in the e-portal website, in the form of scanned copy, documents required as per Pre Qualification Criteria, Test of Responsiveness and other Appendix (Form of Tender, Annual Financial turnover, Power of Attorney etc.) as specified in the Tender.
31. Price Schedule –(Cover-II) :Price should be quoted in Online “BOQ”. Price should be quoted in a spread sheet file (.xls format) available in e- tender portal only. Any indication of ‘Quoted price’ in the online technical bid documents shall be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-tender mode only will be taken up for the purpose for evaluation.
32. Other conditions:
 - a. There are no significant inconsistencies between the proposal and the supporting documents.
 - b. 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.
 - c. The Port Trust would have the right to seek clarification on Techno- commercial conditions wherever necessary.
 - d. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover – II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
 - e. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified time and date.

SECTION – I
INSTRUCTION TO TENDERERS (ITT)

- 1.1 Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the subject work.
- 1.2 Bidder is required to submit their tender offer in the form of two cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT.
- 1.3 The Notice Inviting OnLine Tenders (NIOT) issued by MPT forms part of the Tendering Documents.
- 1.4 The Bidder shall make his all out efforts to ensure the correctness of Documents available on the Website. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained by the Bidder.
- 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 31st March 2017 should be at least **INR Rs.1.40 Crore/-**. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year (2014-15, 2015-16 and 2016-17) as per Appendix -II, including relevant profit and loss statements and balance sheets.
- ii) (a) The Tenderer should have an experience in handling of containers at ICDs/CFSS/CYs/CTs in Port/ Government/ State Government/ PSU's during the last 7 years prior to the date of publication of NIT atleast for the period of continuous one year.

OR

- (b) Tenderer having experience in Handling of General cargo like Bulk/Break Bulk/MOP etc in Port sector during the last 7 years prior to the date of publication of NIT atleast for the period of continuous one year.

Note: (i) The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2014-15, 2015-16 and 2016-17 (original copy certified by CA with P/L a/c and balance sheet)

(ii) Work order or Agreement copies, 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.

(iii) Ongoing works shall also be considered subject to the bidder has to completed minimum of one year of operation as stipulated in Clause 1.5.1 (ii) with submission of required Work Order / Agreement / Performance certificate.

1.6 LAST DATE FOR SUBMISSION OF TENDER

The final date of submission is as indicated at the NIOT.

MPT may at its sole discretion reserves the right to extend the date for receipt of tender.

Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected.

1.7. BIDDER TO INFORM HIMSELF FULLY

- a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document including inspection of site.
- 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. 24,00,000/-. (Rupees Twenty Four Lakhs). Tender without EMD shall be treated invalid. The **E.M.D. shall be submitted in the form of BANK GUARANTEE from any Nationalized / Scheduled Bank** and shall be submitted in electronic format (by scanning) while uploading the bid. The EMD in the form of Bank guarantee in original shall be furnished to the CME, MPT, Goa, through post or by hand and shall reach on or before the bid opening date for the purpose of realization. To claim exemption from EMD, exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be submitted in electronic format (by scanning) while uploading the bid.
- However, either a Soft copy (scanned copy) or Hard copy of EMD/ EMD Exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority & also e-payment of Tender Fee shall confirm the opening of the Technical Bid of the respective firms.
- b. In the event of Bidder withdrawing his tender before the expiry of **tender validity period of 120 days** from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.
- 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).

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 un-covered 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 **120 days** from the date fixed for opening of Technical Bid. MPT reserves the 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

- a. The tender document and Price Bid shall be submitted by the person or persons duly authorized to sign on behalf of the Bidders.
- b. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per **Appendix - VI**.
- c. The tender, if submitted on behalf of principals or a Partnership Firm should be submitted by a person holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.
- d. In case of a Company, the tender should be submitted 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 uploaded on the website and also forwarded to the Bidders who had participated in the pre-bid meeting.
- 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**

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

- a. It is received by the Tender in Due date including any extension thereof;
 - b. Tender cost of Rs 5000/- has been remitted through e-payment and the Earnest Money Deposit of Rs. 24,00,000/- has been remitted in the form of Bank Guarantee as indicated at the NIOT or exemption claimed towards EMD by producing an attested copy of registration certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority.
 - c. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2014-15, 2015-16 and 2016-17) as per Appendix-II, along with relevant profit and loss statements and balance sheets.
 - d. Copies of work order for similar works, successful completion certificate with performance and value of work done to be submitted in electronic format.
 - e. The Power of Attorney, as per **Appendix, V** to be furnished in electronic format.
 - f. All the forms to be filled with sign and seal.
 - g. The bank details like name of bank, bank branch, type of account, bank Account no., IFSC code, etc as per **Appendix.VII**
- ii) The bidder shall submit copy of valid GST Registration Certificate, PAN, EPF registration and ESI registration number.
- iii) The Bidder should not have been black listed by any Government or Non Government Organization as per **Appendix VI**.

The Tender fee and EMD shall be furnished as indicated in the NIOT. Upon confirmation of receipt of the same the Techno-commercial bid (Cover-I) shall be opened on the date indicated at the NIOT. The Price-bid of only those Bidders shall be opened whose Tender is found to be responsive. The date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.

The Port Trust reserves the right or rejects 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 to 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 non material non conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Bidder to comply with the request may result in the rejection of its Tender.

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 Contractor for stamp duty.

1.16. CONTRACT WORKS AND CONTRACT PRICE

- a. The work to be carried out and the rate offered per box shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.
- b. 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.

c. **SCHEDULE OF PRICE**

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

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.

1.18 **PRE-BID CONFERENCE**

MPT shall hold a pre-bid meeting, 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 NIOT. Bidders are advised to forward their queries to the Chief Mechanical Engineer ,MPT, on or before 03.10.2017 by Email at: *xenpnd.mgpt@gmail.com*.The scheduled date of the pre-bid meeting is shown in NIOT. 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.

1.19 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID

- i. 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.
- ii. 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 Price Schedule 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 Price Schedule of such Bidders will be opened.
- iii. 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.
- iv. To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Requestor 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.

1.20 OPENING OF PRICE SCHEDULE (COVER –II)

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

1.21 EVALUATION OF PRICE BID

- i. The rates quoted by the bidder shall be kept firm during the contract period.
- ii. MPT will evaluate and compare only those bids, which are substantially responsive.
- iii. The rates quoted per box by the Bidder shall be exclusive of GST, to be considered for the purpose of evaluation and comparison.
- iv. In arriving at the final evaluated prices of the Tenders, any uncalled for lump sum/percentage/or adhoc percentage decrease, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such percentage decrease is from the recommended Bidder, then such percentage decrease shall be taken into account while awarding the work.
- v. In arriving at the final evaluated offer of the bidders, evaluation of offer will be based on the lowest rate quoted amongst the main price and alternate offer submitted by them, if any.
- vi. The bidder shall quote below the base rate on per box basis exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods/services in the price bid. Any change in GST rate will be paid by the Port on submission of documentary evidence.

1.22 MPT'S RIGHT TO ACCEPT OR REJECT A BID

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

1.23 AWARD OF CONTRACT

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

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - II

SCOPE OF WORK AND TECHNICAL SPECIFICATION

2.1. GENERAL

The Mormugao Port trust (MPT) is a major Port on the West Coast of India in the State of Goa. The average container traffic handled at this Port is about 30,000 TEUs per annum in the year 2016-17.

An existing area of about 14800 sq mtrs. is earmarked and fenced for container parking yard (CY) in Port's custom bound area which is behind the general cargo berths (Berth No. 10 & 11) where the feeder vessels are berthed. In container yard, Port has provided 84 Nos. of reefer points for reefer containers.

The Rail borne container Traffic is likely to develop at this Port in the near future.

2.2. SCOPE OF WORK

1. The scope of work involves transportation of container to/from under the hook alongside the ship at the wharf to the container yard and vice versa including yard management, receipt & delivery of containers, loading/unloading of containers on/off rail wagons at rail siding and all allied work relating to this operations etc. The operations shall be carried out on a round the clock basis throughout the year on behalf of the Mormugao Port Trust (MPT) and on a common user facility basis within the Port premises. Stevedoring is not included in the scope of the Tender.
2. Supply, Operate and Maintain a fleet of 2 Nos. Reach Stackers (RS) and 10 nos. Tractor-Trailers (TTs), as prescribed in this tender, capable of handling containers of all description having length 20 ft., 40 ft., 45 ft. In the event of any rail bound container movement at the rail siding in the Port, the Operator shall be required to deploy additional one RS and two TTs.
3. The Operator shall provide the facility for Yard Management like container cabin, computer facilities, boom barrier in-out gate, CCTV etc.

4. Employing and deploying adequate number of trained/skilled personnel for container handling and all other related equipment and also adequate number of workers and supervisory staff required for the successful performance of this contract including computerization of yard management.
5. Loading/unloading of containers on/off rail wagons at rail siding, horizontal transportation to CY/ Vessel side/Railway-siding and vice versa.
6. Receipt/Delivery of containers (loaded/empty) by RS at CY and Rail siding to/from trailers carrying import/export containers brought in/taken out by the importers/exporters or any Port authorized party.
7. Management of CY with requisite documentation electronically on behalf of Port.
8. Plugging/Un-plugging of reefer points to/from containers and to monitor and maintain the log-sheet thereto. The maintenance of reefer point shall be carried out by Engineering Mechanical Dept, MPT. The usage of reefer point shall be on chargeable basis fixed by Engineering Mechanical dept. from time to time based on the Goa Electricity Board Rates. However, payment shall be made by the user on monthly basis, otherwise Port shall disconnect the power supply. The reefer charges shall not be included in the per box rate basis payable to the operator.
9. Assist Custom House or their representative for carrying out the custom examination of container/containerized cargo as per the prevailing practice, including stacking, re-stacking and shifting of containers, as required.
10. Shift-wise reporting of the operations/transactions and productivity reports and other reports as required by the TM.
11. The Operator shall ensure the payment of relevant charges before rendering container related services to Port Users, such as grounding of containers for Custom Examination, etc., and such details shall be furnished to the Traffic Manager or an officer authorized on his behalf, for billing.

12. The Operator shall indemnify the MPT against any and all claims, damages or third party liabilities arising directly or indirectly as a result of performance of this contract, including any claim arising out of damage to the containers or vessels.
13. The operations mentioned above are illustrative and not exhaustive and the Operator has to carry out any or all other movements/operations/activities in Port area required for the successful implementation/execution of the works envisaged under this tender.
14. The Operator shall be required to discharge any instruction(s)/direction(s) given by the Traffic Manager or an officer authorized by him, for the performance of these operations.
15. After the successful award of the contract, the Traffic Dept shall monitor the operations and Finance Dept shall regulate the payment to the Operator. The Traffic Dept shall communicate any recoveries or penalties to be imposed to the finance Dept for collection from the Operator.
16. The Operator shall follow the Container Yard Management Procedure as detailed below;
 - Preparation of container inventory reports.
 - Receiving advance rail/vessel manifest (Checks Import/ Export Documents).
 - Custom Clearances.
 - Loading/Unloading of Container to and from Vessel/Rail/Road.
 - Receipt and despatch of container cargo at Wharf, Container Yard and Rail siding using Reach Stacker and Tractor Trailer operations.
 - Preparation of Gate-pass.
 - Gate check systems at Container Yard (Fill gate log and notes particulars of vehicles).
 - Storage / Stacking of Containers (Inspect the container seal and weigh records).
 - Information Flow and Communications.
 - Record Keeping and data storage.

- Delivery of container (Check delivery / receipt Instructions or waybill).
- Filing of Record of the transaction.
- Preparing Invoice.
- Preparation of container inventory reports.

17. Instructions to Operator for Containers handling;

- i. The container stack should have sufficient leeway to enable easy retrieval.
- ii. Container stacking should be done in such a way that Import, Export and Empty container are identifiable.
- iii. Reefer containers should have priority in Loading/ Unloading operations to avoid unnecessary heating.
- iv. Stream of TTs between rail siding and stacks should be well organized to avoid road congestion and accidents.
- v. Hazardous containers shall be stacked only at the designated space inside the container yard.

2.3 CONTAINER TRAFFIC HANDLED AND PROJECTIONS

2.3.1 The container throughput at Port during the last 5 years;

Years	Import (TEUs)	Export (TEUs)	Total (TEUs)
2012-13	10576	9855	20431
2013-14	10085	9091	19176
2014-15	12818	11696	24514
2015-16	13614	11923	25537
2016-17	14913	14719	29632

2.3.2 The containers handled during the last 5 years;

Container	2012-13		2013-14		2014-15		2015-16		2016-17	
	Container		Container		Container		Container		Container	
	(Boxes)	TEUs	(Boxes)	TEUs	(Boxes)	TEUs	(Boxes)	TEUs	(Boxes)	TEUs
20 ' Load	7350	7350	6820	6820	8845	8845	10112	10112	11064	11064
20' Empty	2773	2773	1970	1970	2959	2959	3065	3065	4614	4614
40' Load	2897	5794	2964	5928	3605	7210	3589	7178	4244	8488
40 ' Empty	2257	4514	2229	4458	2750	5500	2591	5182	2733	5466
Total	15277	20431	13983	19176	18159	24514	19357	25537	22655	29632

2.3.3 The reefer containers of length 20 ft. and 40 ft. handled at Port for the last 5 years:

Years	No of Reefer Container (In boxes)	
	20 '	40'
2012-13	10	3141
2013-14	10	2568
2014-15	14	3320
2015-16	18	2819
2016-17	8	3506

2.3.4 The container vessels handled at Berth No.10 and 11;

Years	Container Vessels at Berth no.10/11(Nos)
2012-13	45
2013-14	42
2014-15	69
2015-16	96
2016-17	110

2.3.5 Container Traffic projections for a period of next 5 years:

Year	Import (TEUs)	Export (TEUs)	Total (TEUs)
2017-18	15957	15749	31706
2018-19	17074	16852	33926
2019- 20	18269	18031	36300
2020- 21	19548	19294	38842
2021- 22	20916	20644	41560

The volume of containers cannot be guaranteed, however the traffic is likely to increase. In case of increase in cargo, the operator has to deploy additional equipment for faster evacuation of containers with mutual consent.

2.4 Technical Data:

The Operator shall supply 2 Nos. of Reach Stackers and 10 Nos. of Tractor Trailers of the following technical parameters.

(i) Reach Stacker (2 Nos)

Lifting Capacity	45 T (to handle 20', 40' and 45' loaded and empty container)
Stacking range	4 high : > 15100 mm
Age	1 No. brand new Reach Stacker and 1 No. Reach Stacker of not more than 5 years.
Make	Cargotec / Kalmar/ TIL or equivalent.

(ii) Container Trailer of 40' (10 Nos)

Chassis	<ul style="list-style-type: none">❖ Main girder – Two Numbers Fabricated “I” section of Material ST 52/Sailma 350 HI or equivalent running along full length of the trailer.❖ Depth of the “I” section will be 450mm❖ Bolsters with material ST 52/Sailma 350 HI or equivalent❖ Cross members – material IS 2062 or equivalent❖ Guides to be welded on all corners and centre of Chasis to secure the container.
Axles	3 Nos. Hollow Rectangular axles
Suspension	TRIDEM (triple) axles with load equalizing brackets. Type of leaf : Free ended type semi elliptical leaf spring
Kingpin	50.8 mm Kingpin Equivalent to IS 6763 Part I.
Landing leg	Two speed type Landing leg with static capacity of 50 T.
Tractor considered for operation	Suitable 45 tonner
Age	Not more than 7 years.

NOTE: Before supplying the equipment (RSs and TTs) at site, the Operator shall confirm the following certificate/ documents from Port Officials.

- (i) The technical data of RSs and TTs.
- (ii) The load test certificate of RSs from DGFASLI approved agency.
- (iii) The TTs Road Passing Certificate issued by RTO.

2.5 TECHNO- COMMERCIAL DETAILS:

Sl. No.	DESCRIPTION	TECHNO-COMMERCIAL CONDITIONS
1	Name of the work	“Supply, Operation, Maintenance of container handling equipments ,Logistics and Yard management at Berth No.10 & 11 for a period of 5 years”
2	Area of Operation	<ul style="list-style-type: none"> Berth No.10, 11 and Container Stack yard
3	Type of Equipment	<ul style="list-style-type: none"> 2 Nos. Reach Stackers (RS) – 45T (4-High) 10 Nos. Tractor-Trailers (TTs) – 40/45 Feet. Suitable for handling Freight Containers having length of 20 ft., 40 ft. and 45 ft. (Loaded and Empty)
4	Age of Equipment	RSs -- 1 No. brand new RS and 1 No. RS not more than 5 years. TTs --Not more than 7 years
5	License Period	5 years
6	Availability of Equipment	<ul style="list-style-type: none"> 100 % availability of each equipment 2 days per month for maintenance of equipment. If more than 2 days penalty will be imposed on per hour basis. The monthly maintenance days (2 days) will not be carried forward to next month. The Operator to avoid maintenance of equipments during operation of the vessel, if unavailable, shall make arrangement of the shortfall alternatively.
7	Penalty	<ul style="list-style-type: none"> For RSs - Rs.5000/- per hour per equipment and TTs- Rs.3000/- per hour per equipment.
8	Maintenance of equipment by Operator.	<ul style="list-style-type: none"> Maintenance means Comprehensive maintenance contract of all the equipment including fuel. To deploy skilled manpower for operations and maintenance of equipment round the clock, 24x7. All Statutory approvals of equipment from Govt./State Govt., if any, is the responsibility of the Operator during the contract period.
9	Electricity & Water	To be provided by the Port on chargeable basis as per the prevailing rates of SoR.
10	Yard Management	<ul style="list-style-type: none"> Operator to provide one container cabin for keeping computers and records To provide necessary software for container yard management and maintain as per the procedures followed by ICDs/CFSS. Provide skilled staff round the clock for maintaining

		yard management.
11	Payment Terms	(i) The Port shall collect container related charges from the Port users. (ii) The per box rate basis as per the price schedule shall be paid by the Port to the operator on or before 15th day of the succeeding month subject to the submission of the documentary evidence and tax invoice in all respects.

2.6 Other Conditions –

- i. The 2 Nos. RSs (1 No. brand new Reach Stacker and 1 No. Reach Stacker manufactured on or after 01.09.2012) and 10 Nos. TTs manufactured on or after 01.09.2010 respectively to be deployed shall be in sound and good working condition throughout the currency of the contract. However, the Operator should add more fleet for faster cargo evacuation with mutual consent.
- ii. The Operator shall carry out comprehensive maintenance for up-keeping all the RSs and TTs including fuel, lubricants, consumable, spares, etc. for round the clock operation, without affecting the operations.
- iii. The rate of handling of containers by the Operator should match the performance of the vessel at berth; any delay attributable due to non-feeding shall attract a penalty of Rs. 100/- per minute.
- iv. A schematic drawing of the berth, road connectivity between Berth and container yard, railway yard etc. is enclosed at Appendix XIII.
- v. The Port shall collect all container related charges from the Port users as per the prevailing schedule of rates (SOR) and any change in SOR would not be applicable to the successful bidder.

* * * *

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITION AND INTERPRETATIONS

In the Contract, as here in after defined, the following words and expressions shall have them earnings hereby assigned to them except where the context otherwise requires:

- i. "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.
- ii. "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.
- iii. "Traffic Manager" means the Traffic Manager (TM) of Mormugao Port Trust or the officer as may be appointed from time to time to act on his behalf.
- iv. Engineer-in-Charge: Officer appointed by Engineer to be in charge of the execution of work.
- v. "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.
- vi. "Sub Contractor" 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 Contractor under intimation to the Port.
- vii. "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 there to, Letter of Acceptance (LOA) and the Contract Agreement entered in to between MPT and the Contractor.

- viii. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.
- ix. "Contract Price" means the price payable to the Contractor 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.
- x. "Specification" means the specification referred to in the Tender document and any modification thereof or addition there to as may from time to time be furnished or approved in writing by the Port.
- xi. "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.
- xii. "Works" means the works to be executed in with the Contract.
- xiii. "Approved/Approval" means the approval in writing.
- xiv. "Engineer-In-Charge" means any Officer authorized by Traffic Manager for the work.
- xv. "Officer-in-Charge" means the Traffic Manager (TM) or any other officer as nominated by the TM, Mormugao Port Trust.
- xvi. "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 Contractor before the equipment/items are supplied, delivered and taken over by the Port.
- xvii. "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- xviii. "Defect Liability Period" has the meaning assigned in the clause No.3.47 of the tender document.
- xix. "Month" means calendar month.

- xx. "Day" means calendar day.
- xxi. "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 Contractor.
- xxii. "Foreign currency" means the currency other than Indian Currency.
- xxiii. "Commissioning of Equipment" has the meaning assigned in clause no.2.3 of the tender document.
- xxiv. "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- xxv. "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 Contractor under the contract.
- xxvi. "TEU' means Twenty foot equivalent Unit
- xxvii. "RS' means Reach Stacker.
- xxviii. "TT' means Tractor-Trailer.
- xxix. ICDs/CFSS/CYs/CTs' means Inland Container Depots/Container Yards/Container Freight Stations/Container Terminals.
- xxx. 'Moves" means One lift ON and One lift OFF makes one move.

3.2 SINGULAR AND PLURAL

Word simplifying 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 TRAFFIC MANAGER AND HIS REPRESENTATIVE

The Tenderer shall execute, complete, operate and maintain the work in terms of the contract to the entire satisfaction of the Traffic Manager and shall comply with the Traffic Manager's direction on any matter whatsoever.

1. The Tenderer shall take instructions from the Traffic Manager and subject to limitation of clause 3.4.4 hereof, from the Traffic Manager's representative.
2. The Traffic Manager shall have full power and authority :-
 - (a) To supply to the contractor from time to time during the progress of the work such instructions as shall be necessary for the purpose of proper and adequate execution operation and maintenance of the work and the contractor shall carry out and bound by the same.
 - (b) To inspect the work at any time.
 - (c) To order for any variation, alteration and modification of the work and for extra work.
 - (d) To issue certificates as per Contract.
 - (e) To settle the claims and disputes of the Contractor and Trustees as the first reference.
3. The Traffic Manager's representative shall : -
 - i) Watch and supervise the work.
 - ii) Test and examine any workmanship employed in connection with the work.
 - iii) Have power to disapprove any workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
 - iv) Perform evaluation of work done by the contractor for the purpose of payment or otherwise and
 - v) Have such other powers and authorities vested in the Traffic Manager, which have been delegated to him in writing by the Traffic Manager under intimation to the Contractor.
4. Provided always that's the Traffic Manager's Representatives shall have no power :-
 - a) To order any work involving delay or any extra payment by the Trustees.
 - b) To make variation of or in the work, and

c) To relieve the contractor of any of his duties or obligations under the Contract.

5. Provided also as follows :

a) Failure of Traffic Manager's Representative to disapprove any work shall not prejudice the power of the Traffic Manager thereafter to disapprove such work and to order the reversal at the Tenderer's cost and the contractor shall have no claim to compensation for the loss sustained by him.

b) If the Tenderer shall be dissatisfied by reason of any decision of the Traffic Manager's Representative, he shall be entitled to refer the matter to the Traffic Manager who shall there upon confirm, reverse or vary such decision.

c) Any written instruction or written approval given by the Traffic Manager's Representative to the contractor, within the terms of delegation of power and authority vested in Traffic Manager to his Representative in writing shall bind the contractor and the Trustees, as though it had been given by the Traffic Manager, who may from time to time make such delegation.

6. Operations of Reach Stackers/ TTs, maintenance, monitoring, collection of revenue resolving any disputes between contractor and MPT etc. shall be wholly done by Traffic Manager.

3.5 OBLIGATIONS OF THE OPERATOR

a. The Contractor 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 about ,including the supervision and security thereof, Contractor's Equipment necessary there of 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 Contractor shall be fully responsible to MPT for proper, efficient and effective discharge of their duties.

b. Contractor shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 3.13 of this tender document.

c. If the Port shall consider himself entitled to any claim under the Performance Guarantee he shall forth with so inform the Contractor specifying the default of the Contractor upon which here lies. If the Contractor fails to remedy such default within 30 days after the

receipt of such notice the Port shall be entitled to forfeit the extent of the loss or damage incurred by reason of the default.

- d. The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer/Officer in accordance with the condition of the Contract.

3.6 PATENT RIGHTS

- a. The Contractor 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 of her 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 Contractor in India, or elsewhere.
- b. All payments, or otherwise shall be deemed to be included by the Contractor 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 Contractor 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 Contractor ,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 Contractor 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.

3.7 GENERAL OBLIGATION OF THE PORT

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

3.8 FRAUD AND CORRUPTION

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

- a) Defines, for the purpose of this provision the terms set for the 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 Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

3.9 CONTRACT PERIOD & COMPLETION PERIOD OF WORK

The Contract period for this tender will be 5 years from the date of commencement of operations and the same may be extended for further period of 1 years at the discretion of MPT at the same rate, terms and condition by mutual consent.

A. Commencement of contract

- i. The Contractor shall commence operations as well as deploying necessary manpower and complete all other allied works within a period of **60 days** from the 7th day of date of receipt of Letter of Award (LOA) by the Operator.
- ii. Contractor shall not be allowed to sub-Contract of the work.

B. Equipment maintenance and inspection

- i. The Contractor shall be responsible for acts/omissions of his employees for all purpose and intents.
- ii. The Contractor shall supply adequate number of RSs and Tractor-trailers during the currency of the Contract in order to cope with the Traffic.
- iii. The Contractor shall use his own means for the Contract work and shall make his own arrangements for transporting employees and material within the MPT.
- iv. The Contractor shall deploy his own shift supervisors in each shift for monitoring the operation of RSs and Tractor-trailers and supervising the work during each shift. The shift timings are as follows:
 - I Shift : From 0730 hrs. to 1530 hrs.
 - II Shift : From 1530 hrs. to 2330 hrs.
 - III Shift : From 2330 hrs. to 0730 hrs.(Timings subject to change)
- v. The Contractor shall also provide transport arrangement and efficient communication arrangement like VHF, mobile phone, etc. to his shift supervisors and other employees, as required, deployed within the MPT premises for monitoring the work during each shift. Contractor's shift supervisor shall work as per the instructions of Officer /Shift in Charge of the Port.
- vi. The Contractor shall engage experienced operators and drivers holding valid heavy-duty license for operating RSs and Tractor-Trailers respectively. It shall be the responsibility of the Contractor to arrange supply of fuel to the RSs and Tractor-Trailers without disturbing the operations at MPT.
- vii. The RSs and Tractor-Trailers deployed under this Contract shall not be moved out of the MPT premises without written permission from the Traffic Manager or his authorized representative.
- viii. No claim for payment shall lie against the MPT towards idle charges of RSs and Tractor-Trailers, operators and drivers and other employees engaged by the Contractor under this Contract for whatsoever reasons.

- ix. The MPT will make no advance payment to the Contractor under this Contract for whatsoever reasons.
- x. 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 tender specifications.
- xi. 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.

C. 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.

3.10 RATES AND AMOUNTS INCLUDE ALL CHARGES

- a. The rates and amounts submitted by the Bidder shall include all payments on account of taxes, levies, duties, royalties ,etc., payable to the State of Goa or Government of India or any other authority (But excluding GST) 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 GST from the concerned Govt. Authorities.
- b. Tenderer shall further be liable to pay such increase in taxes, under existing law or which may be leviable as a result of introduction of any law, taxes, etc. and shall not be ground or an excuse for claiming any extra or additional cost for execution of the Tender.
- c. GST shall be paid as applicable.
- d. "The Bidder shall quote GST No. of MPT (30AAALM0293PIZY) on all invoices raised on Port. If Bidder is not registered under GST or opted for composition scheme under GST, undertaking of the same shall be submitted by Bidder".

3.11 ADDITIONS AND ALTERNATIONS

- a. MPT may give instructions and directions as may appear (necessary and proper) for the guidance of the Contractor and good and efficient execution of the Works under this contract without altering major conditions and scope of work of the Contract.
- b. The Contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof.

3.12 EXECUTION

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

3.13 SECURITY DEPOSIT

- (i) The contractor shall within 30 days from the date of LOA, shall furnish a Bank Guarantee equivalent to Rs.47.00 lakhs (Rupees Fourty seven Lakhs only) towards Security Deposit from any Nationalized / Scheduled Banks.
- (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 Tenderer, Earnest Money will be refunded, as soon as possible after the finalisation of L1 of the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish Security Deposit. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.
- (iii) Forfeiture of SD: The security deposit will be forfeited, if the contractor 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 contractor any other amounts falling due to the Board through non-observance/compliance by the contract conditions and any of the clause thereof by the contractor.

3.14 SIGNING OF AGREEMENT

- (i) The Contractor shall execute an Agreement with the Trust within 45 days from the date of receipt of LOA. If the Contractor, 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 further to participate in the Trust's tenders.

- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 4 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be from the Local authorized vendor in Goa for the purpose of contract agreement.
- (iii) The place of stamping and signing of Agreement shall be at MPT only.
- (iv) Further, if the successful Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Contractor shall form a binding Contract between the Trust and the Contractor.
- (v) The Contract Agreement shall include amended final tender document ,pre- bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

3.15. PERFORMANCE GUARANTEE TOWARDS PERFORMANCE OF CONTRACT

- (i) Within 30 days of the receipt of the notification of the award of Contract from the Port, the successful Bidder shall furnish to the Port, a Security Deposit which will be converted to Performance Guarantee, as laid down at clause 3.13 above. The validity of such Guarantee issued, towards performance of the Contract, shall be for a period of five years from the date of start of operations with a claim period of 2 months thereafter.
- (ii) Failure of the successful Bidder to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract.

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 Work so as to the measurement or quality and valuation of the Works executed under this Contract or as extra there upon, 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 Contractor and the Contractor 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 Contractor shall immediately follow MPT's directions/instructions.

3.18 LABOUR

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

riotous or disorderly conduct or among this employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

- d. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, IE Act 1956, etc.
- e. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- f. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.
- g. The Contractor or his sub-Contractor 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 Contractor 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 Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.

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

3.19 FAIR WAGES

- a) The Contractor shall pay the labourers 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 laborers. 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 shall be as applicable.
- b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub Contractor in connection with the said work, as if the labourer had been immediately employed by him.
- c) Display of notices regarding wages etc:
The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the worksite, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.
- d) Wages book and wage slips:
The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-
 - 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 Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.
- g) Powers of the 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 Contractor or sub Contractor in regard to such provision. The Port shall have the right to deduct from the money due to the Contract or 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 Schematic drawing of the container stackyard is enclosed at **Appendix XIII**

3.22 TESTS ON COMPLETION AT MPT SITE

- a. All manufacturers test certificate and documents of equipments to be submitted to Port for verification.
- b. All the equipments shall be checked by the Dock Safety for compliance with statutory requirements before commissioning and the documents to be submitted to Port for records every year.

3.23 INCOME TAX DEDUCTION

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

3.24 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS

Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.

3.25 INSURANCE

The Contractor during the contract period shall provide for insurance for their Equipments/Material and Manning.

- i. 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.
- ii. 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.

iii. INSURANCE AGAINST THIRD PARTY LIABILITY AT SITE:

Before commencing the execution of work, the Contractor shall insure covering Third Party Liability (TPL) against any damage or loss or injury which may occur to the equipment being shifted/ installed or to any property or to any person (including property and employees of the Port) by or arising out of the execution of the Works or temporary Works in carrying out of the Contract. The value of TPL policy shall be Minimum against occurrence of each incidence. The Contractor shall revalidate the insurance coverage after each incidence and keep the insurance coverage till certification.

- iv. 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

3.26 WORKMEN'S COMPENSATION

The Contractor shall indemnify MPT in the event of the Trustees being held liable to pay compensation for injury to any of the Contractor's servants or work men 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.

3.27 DEFAULT OF THE CONTRACTOR

As event of default, the contractor 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.

3.28 MPT's LIEN

MPT shall have lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with the more under their control and in respect of any debt or sum that may become due and payable by the MPT to the Contractor 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 Contractor.

3.29 SETTLEMENT OF DISPUTES

- (i) If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the Contractor 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 contractor shall give written notice of his decision to the contractor, 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 contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor 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 contractor, 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 contractor, 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 contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor 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 contractor, and no claim to the arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor 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 contractor within a period of 30 days thereafter, then the decision given by the Chief mechanical Engineer shall remain final and binding upon the contractor as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given, effect to by the contractor 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 contractor 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.

3.30 EXTENSION OF TIME

- (i) The Contractor 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 Contractor.
- (ii) The Contractor 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 Contractor 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 Contractor 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 Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

3.31 ARBITRATION

Disputes if any, between MPT and the Contractor 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 sole arbitrator, appointed by MPT. 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.

3.32 TERMINATION OF CONTRACT

If the Contractor does not perform the Contractual obligations during the contract period 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 Contractor and the Security deposit will be forfeited.

3.33 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.

3.34 LABOUR LAWS

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time

to time with regard to the employees to be deployed by the Contractor during contract period.

3.35 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 Contractor 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 Contractor 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.

3.36 DEFAULT OF MPT

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

3.37 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.

3.38 SEVERE BLITY

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.

3.39 ACCEPTANCE OF OFFER

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

3.40 FAILURE OF THE CONTRACTOR

If the Contractor fails to complete the work and the order is cancelled, the amount due to

the Contractor 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.

3.41 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 authorized representatives of the Central Vigilance Commission of MPT and any defects pointed out by him shall be attended by the Contractor.

3.42 TERMS OF PAYMENT

Port will collect all container related & additional moves charges as per Scale of Rates (SOR) on actual container traffic handled during the month. The payment will be made to the Operator as per the quoted price as per price schedule. The Tenderer shall submit the details of services rendered with activity wise breakup to the Port within first 3 days of the month which will be referred and checked by Port before effecting monthly payment.

- i. The Port shall effect payment on or before the 15th day of the succeeding month and the same shall commence from the Month in which the Concessionaire commences to provide any Project Facilities and Services.
- ii. The Operator 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.
- iii. Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.
- iv. 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.
- v.

3.43 PENALTY FOR NON AVAILABILITY OF EQUIPMENT

- i. The tenderer is responsible for giving uninterrupted service to the container vessel and for admittance of export containers and delivery of import containers. The Tenderer shall always maintain a fleet of two (2) RSs & ten (10) Tractor-Trailers in working condition and additional hired Tractor- Trailers as per the requirement of vessel working. If the RSs remain out of commission for more than one shift, the Tenderer shall make alternate arrangements in order not to affect the vessel operation.
- ii. In an event of breakdown of RS/TTs, the operator has to supply similar capacity of RS/TTs. Failure of the tenderer to make an alternative arrangement, Port will be forced to make arrangement for equipment/facility and in such cases Port will recover the hire charges and other expenses incurred in addition to penal charges from the successful tenderer. Further, RS and Tractor-Trailers remaining out of commission due to Breakdown for more than one hour, the Tenderer will have to pay the penalty as per clause 2.5 pt. 7 in the following manner:

Penalty in Rs. Per hour/ Equipment	
Reach Stacker (RS)	Tractor-trailer (TT)
5,000/-	3000/-

- iii. Successive defaults in the payment to the port, non-maintaining of the required number of machinery/equipment directly affecting the performance of this contract, non-compliance of the directions/instructions of Traffic Manager or officer acting on his behalf and for engaging in any illegal/unlawful act shall result in imposition of such penalties as may be determined by the MPT, including termination of the contract.

iv. **PENALTY/INCENTIVE FOR HANDLING CONTAINER:**

- a) The successful operator shall avail Incentive only for ship crane.
- b) The operator has to achieve a minimum average of 8 moves per hour per vessel.
- c) The incentive shall be paid at the rate of Rs 100/- per box if the move exceeds the minimum average of 8 moves per hour per vessel.
- d) The penalty shall be levied at the rate of Rs 100/-per box if the move falls below the average 8 moves per hour per vessel.

3.44 LIQUIDATED DAMAGE

In the event of failure by the Operator to complete the execution of the supply and

commissioning of 2 Nos RS & 10 Nos TTs 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 estimated value per week or part thereof subject to a maximum of 5% LD would be in the form of DD of Nationalized/Scheduled Bank 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.

3.45 FACILITIES PROVIDED BY PORT

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

3.46 INTEGRITY PACT

The Bidders will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact as per APPENDIX- IX in electronic format, 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.

3.47 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.

**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 Traffic Manager 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 Traffic Manager 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 exclusive of GST which shall be paid extra as applicable.
- 4.4 The Tenderer shall provide any items, which have not been specifically mentioned in the specification, but which are found necessary for completion, efficient installation and operation of works shall be deemed to be included in the contract without incurring any additional expenditure to the Port.
- 4.5 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.
- 4.6 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.

- 4.7 The decision of the Traffic Manager 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 Traffic Manager 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.
- 4.8 The Tenderer shall co-ordinate his work with that of other Tenderer's executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
- 4.9 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.
- 4.10 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.
- 4.11 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. 0832-2521170, 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

PRICE SCHEDULE

Name of the Work : “Supply, Operation, Maintenance of container handling equipments, Logistics and Yard management at Berth No.10 & 11 for a period of 5 years”

CONTAINER HANDLING CHARGES

Sr. No.	Description of work	Ceiling rate per box payable to the contractor (In Rupees)	Per box rate payable to the bidder (In Rupees)		Applicable GST (%)
			(In Figures)	(In Words)	
1	2	3	4	5	
1	Supply, Operation, Maintenance of container handling equipment, Logistics and Yard management at Berth No.10 & 11 for a period of 5 years.	1700/-			

Note:

1. Bidders shall quote rate below the ceiling rate per box payable to the contractor.
2. In case of discrepancy in the percent rates quoted in figures and words, the rates quoted in words will prevail.
3. The **lowest rate offered per box** in rupees shall consider as a successful bidder.
4. In case of tie of the lowest quoted rate, the bidders who are in the tie will be requested to give the revised offer in sealed cover within 7 days from the date of opening of Price bid, as may be instructed by Mormugao Port Trust.
5. The above quoted rate is for the handling of container from the Berth to the Yard and vice- versa, lift on /lift off for receipt /delivery by using RSs & TTs, including operation of RSs at wharf.
6. Additional moves at the Yard is payable at Rs. 500/- per box excluding GST which will be paid extra as applicable.

Signature of ‘Power of Attorney Holder(s)’

Name :

Designation :

Date : **Seal:**

TENDER FORM

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

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 Tender for “Supply, Operation, Maintenance of container handling equipments, Logistics and Yard management at Berth No.10 & 11 for a period of 5 years” 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 Tender for “Supply, Operation, Maintenance of container handling equipments ,Logistics and Yard management at Berth No.10 & 11 for a period of 5 years” with all equipment, spares, etc. Entire work shall be completed within 2 months 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” only to the extent of 10% of the tender price in the manner set forth in the conditions in the ITT as 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 120 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 any tender you may receive.

Dated theday 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.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)	NET WORTH (RS.)
2014-15		
2015-16		
2016-17		

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. Bidder should 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 CHARTERED ACCOUNTANT :

NAME OF CHARTERED ACCOUNTANT :

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 "CONTRACTOR" 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 "Supply, Operation, Maintenance of container handling equipments ,Logistics and Yard management at Berth No.10 & 11 for a period of 5 years"

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor 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 Contractor 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 Contractor 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 }
 CONTRACTOR IN THE PRESENCE } CONTRACTOR
 OF :- }

- i) _____
- ii) _____

APPENDIX - IV

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 (here in after called "the said contractor(s)" for the work (Here in after called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (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 contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said Bank, further undertake to pay to the Board any amount so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We(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 contractor(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 contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to 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 contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We(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 work of **“Supply, Operation, Maintenance of container
handling equipments, Logistics and Yard management at Berth No.10 & 11 for a period
of 5 years”** 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)

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:

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch :
2. Bank Account Number :
3. MICR Number :
4. Type of Account :
5. IFSC Number :
6. Copy of PAN Card :
7. GST Regn. No.:
8. EPF No. :
9. ESI Regn. No.

Firm's Sign and Seal

Place:

Date:

CHECKLIST FOR FURNISHING SCANNED DOCUMENTS

Sr. No.	Description	Tick mark if attached
1.	Tender Fee and EMD	<input type="checkbox"/>
2.	Work Order copies	<input type="checkbox"/>
3.	Completion Certificates with performance	<input type="checkbox"/>
4.	Financial turnover (Appendix –II)	<input type="checkbox"/>
5.	P/L Account and Balance statement	<input type="checkbox"/>
6.	Entire Tender document, each page and form duly signed and filled in	<input type="checkbox"/>
7.	Tender Form (Appendix-I)	<input type="checkbox"/>
8.	Power of Attorney (Appendix-VI)	<input type="checkbox"/>
9.	Declaration Form (Appendix-VII)	<input type="checkbox"/>
10.	Bank Details (Appendix-VIII)	<input type="checkbox"/>
11.	Copies of GST Registration Certificate, PAN, EPF registration and ESI registration number	<input type="checkbox"/>

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 _____ 2017, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. _____, (Designation of the Officer), Mormugao Port Trust (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, (Designation of the Officer) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited bids for the work of
“ _____
_____” and the BIDDER is submitting his bid for the project and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Mormugao Port Trust.

NOW, THEREFORE,

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

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

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

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

Commitments of the 'EMPLOYER'

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

Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' connected directly or indirectly with the bidding process, or to any person, 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

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

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

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'EMPLOYER' or alternatively, if any relative of an officer of the 'EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'EMPLOYER'.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.24,00,000/-** as Earnest Money, with the 'EMPLOYER' in the form of BG / or EMD Exemption Certificate as indicated in the NIOT.
- 5.2 The Earnest Money shall be valid upto a period of **04 months** or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EMPLOYER, including guarantee period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

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

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

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

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

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

(v) To encash the advance bank guarantee and performance bond/guarantee bond, if furnished by the BIDDER, in order to recover the payments, already made by the EMPLOYER, 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 'EMPLOYER' resulting from such cancellation/rescission and the 'EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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

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

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

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

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

7. 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 'EMPLOYER', if the contract has already been concluded.

8. Independent Monitors

- 8.1 The 'EMPLOYER' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
Dr. Ajit Raizada, IAS(Rtd)
D-2, 74 Bunglows,
TT Nagar,
Bhopal(MP)
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER,
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an

impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 7 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including guarantee period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

13. The parties hereby sign this Integrity Pact at _____ on _____

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

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

Note: Integrity Pact (IP) shall cover this tender throughout its various phases, and IP would be deemed as part of the contract through an appropriate provision. The Bidder should sign and submit an "Integrity Pact to be executed between the bidder and Mormugao Port Trust along with the bid in a separate envelope as Cover I(A) superscribed "**Integrity Pact**" in the cover-I. Bids not accompanied by a duly signed "**Integrity Pact**" shall be liable for rejection. IP would be monitored by Independent External Monitor (IEM) for this tender.

APPENDIX – X

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

Ref: Title: _____ .

Tender No. : _____ Date: _____ .

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

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

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

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

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

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

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

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

(Name of the Bank)

By _____

Title
Authorized Representative

(Signature of witness)
Name & Address of witness:

(indicate the name of the Bank).

APPENDIX – XI

INDEMNITY BOND

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----

-----, residing at -----

-----, by occupation -----, the Partner/Proprietor/Director of the Firm -----
-----, having it's office at-----, am a tenderer
under Mechanical Engineering Department, MORMUGAO Port Trust (A Statutory Body under
the MPT Act, 1993).

2. WHERE AS , the said MORMUGAO Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to finish an Indemnity Bond in favour of Mechanical Engineering Department, MORMUGAO Port trust against all damages and accidents to the labourer of the Tenderer/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the MORMUGAO Port Trust against all damages and accidents occurring to the labourers of the Tenderer/Contractor as demanded by the MORMUGAO Port Trust and which shall be legal and /or claimed by the MORMUGAO Port Trust during the execution of the work stated in the NIT No. dated

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the MORMUGAO Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director of the Firm

-----, hereto set and seal this the ----- day of-----
-
-----.

APPENDIX-XII

A. Technical details of the RHS s & Trailers tentatively proposed to be deployed

Sl. No.	Equipment	Capacity	Whether fulfilling technical specifications as per tender document (Yes / No)	OEM certificate For Age and performance Of the crane Yes/No	Other details/ Specifications, as may be indicated	List of likely make of RSs/ Trailers	To indicate whether proposed to be owned / taken on lease
1	Reach Stacker of 45 T capacity						
2	Container Trailer 40'						

NOTE :Load bearing capacity of berths is 3 TO 5 Ton/m²

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal: