



An ISO 9001 : 2008 Port
ISPS CODE Compliant

**MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT**

e-TENDER No. CME/XEN(M)/HMC17/ 2017/01

e- TENDER

FOR

**“Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type
Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust”**

THROUGH E -TENDER ON WEB SITE

www.tenderwizard.com/MPT

Due at 1430 hrs on 17/04/2017

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

e - TENDER NO: CME/XEN(M)/HMC17/ 2017/01

e – tender for “Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust”

C O N T E N T S

Sl. No.	DESCRIPTION		Page No.
1.	NOTICE INVITING ONLINE TENDER(NIOT)		04
2.	INSTRUCTIONS FOR ONLINE BID SUBMISSION		07
3.	INSTRUCTION TO TENDERERS (ITT)	SECTION - I	10
4.	TECHNICAL SPECIFICATION	SECTION - II	18
5.	GENERAL CONDITIONS OF CONTRACT (GCC)	SECTION – III	21
6.	SPECIAL CONDITIONS OF CONTRACT (SCC)	SECTION – IV	42
7.	PRICE SCHEDULE (BILL OF QUANTITIES)	SECTION - V	44
8.	TENDER FORM	APPENDIX - I	45
9.	ANNUAL TURNOVER STATEMENT	APPENDIX - II	47
10.	FORM OF AGREEMENT	APPENDIX - III	48
11.	FORM OF PERFORMANCE GUARANTEE	APPENDIX - IV	50
12.	FORMAT FOR POWER OF ATTORNEY	APPENDIX - V	52
13.	JOINT BIDDING AGREEMENT	APPENDIX - VI	53
14.	DECLARATION FORM	APPENDIX - VII	57
15.	ADVANCE STAMPED RECEIPT	APPENDIX - VIII	58
16.	BANK DETAILS	APPENDIX - IX	59
17.	INTEGRITY PACT	APPENDIX - X	60
18.	CHECKLIST	APPENDIX - XI	67
19.	MANUFACTURERS' AUTHORIZATION FORM	APPENDIX - XII	68
20.	LOAD CHART OF HMC		69

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

e- PORTAL NOTICE INVITING ONLINE TENDER

e - Tender No: CME/XEN(M)/HMC17/ 2017/01

e-Tenders are invited for the work of “**Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust**”

Closing Date: 17.04.2017 at 1430 hrs

Further details www.tenderwizard.com/MPT

CHIEF MECHANICAL ENGINEER

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING ONLINE TENDERS (NIOT)

Details about tender:

Tender inviting	CHIEF MECHANICAL ENGINEER, MORMUGAO PORT TRUST	
e - Tender No.	CME/XEN(M)/HMC17/2017/01	
Name of Work	“Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust”	
Estimated Cost (INR)	Rs. 74.10 lakhs	
Bidding Type	Open (<i>e-tender mode only</i>)	
Bid Call (Nos.)	One	
Tender Currency Type	Single	
Tender Currency Settings	Indian Rupee (INR)	
Joint Venture	Allowed	
Tender Cost	Rs. 2000.00	Mode of Payment : e-Payment Only
EMD Cost	Rs. 74,100/-	
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 and EMD to be paid online through e-Payment mode before due date via :</p> <p>i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank.</p> <p>ii. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.</p> <p>iii. Net Banking: Payment can be made through the Internet Banking of Any Bank.</p> <p><i>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.</i></p>	
Security Deposit	<p>10 % of the contract value in Two parts:</p> <p>(i) 5% on contract value --- to be furnished within 21 days from the date of issue of work order.</p>	

	(ii) 5% retention money deducted from running bills.
Performance Guarantee	The Security deposit will be converted to Performance Guarantee for the period of one year during the Guarantee period.
Completion Period	Entire work of supply of grab shall be completed within 3 (three) months from the 7 th day of issue of LOA.
Qualifying Criteria	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>i) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2016 should be at least INR Rs. 22.23 Lakhs. Auditors report in original certified by CA shall be submitted in electronic format in original, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L a/c and balance sheet.</p> <p>ii) The Tenderer should have experience in 'Similar Works' during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-</p> <p style="padding-left: 40px;">a) One similar completed work of contract value not less than Rs. 59.28 lakhs</p> <p style="text-align: center;">(or)</p> <p style="padding-left: 40px;">b) Two similar completed works of contract value not less than Rs. 37.05 lakhs each</p> <p style="text-align: center;">(or)</p> <p style="padding-left: 40px;">c) Three similar completed works of contract value not less than Rs. 29.64 lakhs each</p> <p>'SIMILAR' Works – means Design, Manufacture & Supply of clamshell type Grab buckets of 15 to 30 cbm or more for handling of bulk cargo from OEM or their Authorized dealers/agents.</p> <p>Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2013-14, 2014-15 and 2015-16 (original copy certified by CA with P/L a/c and balance sheet), work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p>
Date & Place of Pre Bid Meeting	04.04.2017 at 1030 hours 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	17.04.2017 at 1430 Hrs.
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on 17.04.2017 @ 1500 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. 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. b. 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 : 9822125429 / 08322594572 Email : xenm.equip@gmail.com For e-Tendering help contact : 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 Dilip Pai 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/nCode 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 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 prepare the EMD and tender fee as specified in the tender. While, the tender fee shall be paid through e-payment mode, the EMD shall be paid through e-payment mode, for amount up to Rs.5.00 lakhs, beyond Rs.5.00 lakhs EMD shall be in the form of Bank Guarantee and shall be submitted in electronic format through on line (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.

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 (BOQ) by filling the highlighted in blue color cells and should be updated. The BOQ 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 document 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 be 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 is uploaded to the server is 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.

Tenderer should submit the tender as per specification indicated in BOQ and accordance with the instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract, etc.

29. 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.
30. Price Bid (BOQ) –(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.
31. Other conditions:
 - a. There should be 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 manufacturers / their authorized dealers fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of **“Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust”**.

OEM are also eligible to quote directly for the tender by forming a Joint Venture (JV). The parties intending to make the JV / Consortium shall make an irrevocable agreement for continuance of JV / Consortium in the event they are the successful bidder. The tender document shall be purchased by one of the member of the JV / Consortium firms. The joint bid Agreement shall be as shown in the Appendix. The agreement shall be notarized.

- 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 Web site. 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)

- iii. The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2016 should be at least Rs. 22.23 lakhs. Auditors report in original certified by CA shall be submitted in electronic format in original, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L a/c and balance sheet.
- iv. The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-
- a) **One** similar completed work of contract value not less than **Rs. 59.28 lakhs**
(or)
- b) **Two** similar completed works of contract value not less than **Rs. 37.05 lakhs each**
(or)

- c) **Three** similar completed works of contract value not less than **Rs. 29.64 lakhs each**

'SIMILAR' Works – means **Design, Manufacture & Supply of clamshell type Grab buckets of 15 to 30 cbm for handling of bulk cargo from OEM or their Authorized dealers/agents.**

Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2013-14, 2014-15 and 2015-16 (original copy certified by CA with P/L a/c and balance sheet), work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.

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

1.8 EARNEST MONEY DEPOSIT (EMD)

- a) The Bidder shall furnish an EMD of Rs.74,100/-. Tender without EMD shall be treated invalid. The **E.M.D. shall be paid through e-payment mode, for amount upto Rs.5.00 lakhs, beyond Rs.5.00 lakhs EMD shall be submitted in the form of BANK GUARANTEE** from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa. The BG shall be submitted in electronic format (by scanning) while uploading the bid and the original Bank guarantee shall be furnished to the CME, MPT, Goa, through post or by hand and shall reach on or before the date of opening of the bid for the purpose of realization.
- b) To claim EMD exemption, Tenderers are required to produce an attested copy of the registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority or any

empowered Central/State Govt. Authority registration Certificate shall be submitted in electronic format (by scanning) while uploading the bid.

- a) 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.
- b) 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.
- c) 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 21 days from the date of issue of work order 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 uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

1.10 TENDER VALIDITY

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

1.11 AUTHORITY IN SIGNING TENDER DOCUMENTS

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

- 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.
- 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 Due date including any extension thereof;
 - b. Tender cost of Rs 2000/- and the Earnest Money Deposit of Rs 74,100/- has been remitted through e-payment as indicated at the NIOT or exemption claimed by producing an attested copy of registration certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority.
 - c. The Auditor’s report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2013-14, 2014-15 and 2015-16 as per Appendix, along with relevant profit and loss statements and balance sheets.
 - d. Copies of work order from OEM 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, to be furnished in electronic format.
 - f. Authorization from OEM in the format enclosed at Appendix, applicable.

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

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

1.14 ERRORS IN THE TENDER DOCUMENT

- a) Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- b) Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the 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 (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.

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

c) **SCHEDULE OF PRICE**

- The Schedule of price/BOQ shall be read in conjunction with all other sections of bidding document.
- The total prices will be evaluated based on capital cost and NPV (Net Present Value) of Annual Maintenance Cost.
- The price offered should be firm and inclusive of all taxes & duties except Service Tax which will be paid extra as applicable. However, any new tax will be imposed by State/Central Govt. and same will be reimbursed on producing documentary proof.
- The offers are invited on CIF mode including unloading the material at MPT site, Mormugao, Goa.
- Port shall avail Custom Duty exemption by obtaining Custom Duty Exemption Certificate by engaging Custom Housing Agent (CHA). However, the Contractor to co-ordinate with the Port appointed CHA for custom clearance and to enable Port to obtain the Custom Duty Exemption Certificate. Our CHA is M/s Kamat & Company, Mormugao Harbour, Mormugao, Vasco da Gamma, Goa. Tel:0832-2522400, Email:girish@kamatco.com.

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

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

f. Price shall be quoted in Indian Rupees only.

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 the scheduled date of the pre-bid meeting. If there are any further queries after Pre-Bid Conference, the same shall be submitted within the due date which will be indicated during Pre-Bid meeting. No queries will be entertained after this due date. The queries received from all the prospective Bidders would be consolidated and Port's clarification to the same would be uploaded on the website. The clarifications so issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

1.19 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID

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

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found responsive and BOQ of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

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

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

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post.

No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

1.20 OPENING OF PRICE BID (BOQ)

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

1.21 EVALUATION OF PRICE BID

- a. The price quoted by the bidder shall be kept firm during the contract period. All

taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.

- b. MPT will evaluate and compare only those bids, which are substantially responsive.
- c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
- d. In arriving at the final evaluated prices of the Tenders, any uncalled for lump sum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.
- e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

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

TECHNICAL SPECIFICATION

2.1 GENERAL

Mormugoa Port Trust (MPT) owns Harbour Mobile Crane (HMC) of 120 T capacity manufactured and supplied by M/S Italgru -Italy, which is deployed for handling various cargos. Presently HMC is operating with a 18 cbm Grab bucket supplied by CFS handling -Italy through which dry bulk cargo like MOP, iron ore lumps, sugar etc is handled. The handling rate achieved by this grab is 6000 – 8000 tons per day. In order to achieve higher handling rate, MPT intends to procure higher capacity imported clamshell grab bucket of 30 cbm to handle cargo of density 1.5 T/M³ or less.

2.2 Our Harbour Mobile Crane specifications:

- a) Distance between closing ropes : 1300 mm
- b) Distance between holding ropes : 2000 mm
- c) Diameter of crane wire rope: 38 mm
- d) Configurations 2 winch X 4 ropes (RHO and LHO combination)
- e) Crane lifting capacity:120/50/15 tons and corresponding lifting speeds:16/30/90 m/min.
- f) Slewing speed: 1.45 RPM
- g) Minimum and maximum working radius: 11 and 51 meters resp.
- h) Superstructure slewing radius: 7.28 meters.
- i) Boom length: 51.5 meters
- j) Operators eye level:21.5 meters
- k) Crane overall height without tower: 13.7 meters
- l) Crane height with tower in working position: 32.89 meters

For more details, tenderers are advised to refer the crane load chart enclosed.

2.3 SCOPE OF WORK:

The scope of work involves designing, manufacture and supply of 1 no. imported Grab of 30 cbm to handle dry bulk cargo of having density of 1.5 T/m³ or less. The grab should be designed to meet the specifications mentioned in clause 2.4 below. The Grab shall be certified by Third party Inspector before dispatch as specified in Clause 2.6 a.

2.4 Technical Specifications:

The Grab shall be designed for 4 ropes operation. Also the following parameters should be taken into account before designing the Grab

- i. Our crane's hold and close wire rope ends are with wire rope weights and NEMAG Quick Release Links. Accordingly, the grab being supplied by you shall have suitable arrangement to connect to 4 nos. NEMAG Quick Release Links of the crane ropes. As such, the grab should have 4 nos. chains each of length approx. 1.7 m, 2 no's connected to saddle of grab and 2 no's connected to close wire rope of grab.
- ii. The Grab shall be of 30 cbm to handle cargo of density of 1.5 T/m³ or less
- iii. The Grab weight should not be more than 14 Tons.
- iv. Grab opening direction is perpendicular to crane boom and length wise to the berth.
- v. All the rope sheaves shall be provided with heavy duty rope guards.
- vi. The sheave blocks shall be designed for easy maintenance and long service life.
- vii. The lever arms shall be provided with build-in ladders for safe & easy access of the upper part of the grab.
- viii. All welding joints shall be subjected to Dye Penetrant (D.P) test and Ultrasonic testing and the respective test reports shall be submitted before shipment of the grab.
- ix. All the bearings shall be of "Trouble Free Design". Manufacturers to furnish full details of these bearings.
- x. The hinge points on the grab shall have spherical bearings and will have sealing rings to prevent dirt entering the bearings.
- xi. Other details:

Material Specification	
Pulley blocks & structural parts	Weldox 700
Arms & non critical parts	Steel 52.3
Pulleys	Steel 52.3
Grab shell plates	Hardox 450
Grab shell knives(cutting edges)	Hardox 450
Guide rollers	Hardox 400
Pulley pins	42CrMo4
Articulation Pins	42CrMo4

Material	Tensile strength	Hardness
Weldox 700	780-930 N/mm ²	260 HB
Steel 52.3	510-610 N/mm ²	150-180 HB
Hardox 450	1400 N/mm ²	425-475

2.5 Material Test Certificate:

The Tenderers shall submit Material Test certificates in format approved by ILO for all the items listed above along with the supply of Grab.

2.6 Inspection and Testing of Grab bucket:

- a) Third party inspection of the grab bucket at the manufacturer's workshop shall be carried out by the tenderer, through third party inspection agencies like Llyods, Bureau Veritas, or CCS. The inspection has to be carried out as per the Quality Assurance Plan (QAP) a copy of which shall be submitted to the Port before commencement of manufacture of grab. Inspection certificates shall be submitted to this effect at various stages of inspection and final inspection certificate shall be submitted before shipment of the grab.
- b) The Grab bucket after manufacture shall be tested at Mormugao Port Trust in accordance with Form-V prescribed by the Government of India under Dock workers (safety, Health and welfare) Regulations 1990 as a "Loose Gear" and certificates from the "Competent person" to be furnished along with the grab.
- c) All the costs pertaining to the above tests/inspection shall be borne by the successful Tenderer. The acceptance of the grab bucket and the final payment shall be subject to passing of the above tests.

2.7 MANUALS & DRAWINGS

- a) The tenderer shall furnish the following drawings in 3 sets for approval before commencement of manufacture of the Grab.
 - i) Full view of grab in closed condition indicating all dimensions.
 - ii) Full view of grab in opened condition indicating all dimensions.
 - iii) Exploded view of entire Grab assembly along with part list indicating material.
 - iv) Greasing point details
- b) Four sets of Operating, Maintenance and Repair Manuals shall be supplied and the repair manual shall include list of spare parts

2.8 Painting

All components of the grab shall be thoroughly cleaned from scale, rust and dirt. The thoroughly cleared surfaces shall be adequately protected against corrosion damages. The tenderer shall submit details of proposed anticorrosive treatment.

2.9 Make:

The Make of grab shall be either of Verstegen or SMAG or CFS Handling.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITION AND INTERPRETATIONS

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

- a. "MPT" or "Port" or "Port Trust", means the "Board of Trustees of MORMUGAO PORT TRUST" or their successors and assigns, acting through its Chairman or any other officer so nominated by the Board.
- b. "Engineer" means the Chief Mechanical Engineer (CME) of the Mormugao Port Trust or the officer authorized by him to act for and on his behalf.
- c. Engineer-in-Charge: Officer appointed by Engineer to be in charge of the execution of work.
- d. "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Port and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- e. "Sub 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.
- f. "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments/clarifications thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between MPT and the Contractor.
- g. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.
- h. "Contract Price" means the price payable to the 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.
- i. "Specification" means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Port.
- j. "Site" means the land and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Board for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the site.

- k. "Works" means the works to be executed in with the Contract.
- l. "Approved/Approval" means the approval in writing.
- m. "Engineer-In-Charge" means any Officer authorized by Chief Mechanical Engineer for the work.
- n. "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer- In – Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-In- Charge.
- o. "Tests on completion" shall mean such tests as are prescribed by the applicable Design Standards (latest editions), codes and described in the tender document, to be made by the Contractor before the equipment/items are supplied, delivered and taken over by the Port.
- p. "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- q. "Defect Liability Period" has the meaning assigned in the clause No. 3.26 of the tender document.
- r. "Month" means calendar month.
- s. "Day" means calendar day.
- t. "Letter of Acceptance (LOA)" means the formal acceptance, made by or on behalf of the Port, of the tender including any adjustments or variation to the tender agreed between the Port and the Contractor.
- u. "Foreign currency" means the currency other than Indian Currency.
- v. "Commissioning of Equipment" has the meaning assigned in clause no.3.30.(i) of the tender document.
- w. "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- x. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligation of the Contractor under the contract.

3.2 SINGULAR AND PLURAL

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

3.3 HEADINGS OR NOTES

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

3.4 ENGINEER-IN-CHARGE AND HIS REPRESENTATIVE

- a. The Engineer-In-charge shall carry out such duties in issuing decisions, certificates and orders as specified in the Contract.
- b. The Engineer may from time to time, in writing delegate to his Representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer to the Contractor in accordance with such delegation shall bind the Contractor provided always that:
 - i. Any failure of the Engineer to disapprove any Plant workmanship shall not prejudice the power of the Engineer thereafter such Plant or workmanship and to order the rectification thereof in accordance with these conditions;
 - ii. If the Contractor shall be dissatisfied by reason of any decision of the Engineer he shall be entitled to refer the matter to the officer above the rank who will thereupon confirm, reverse or vary such decision, and the same shall be final and not subject to arbitration.
 - iii. Wherever by these conditions the Engineer is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Contractor, the Engineer shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the Engineer he shall be at liberty to refer the matter to Appellate Authority with these conditions, and the same shall be final and not subject to arbitration.

3.5. OBLIGATIONS OF THE CONTRACTOR

- 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 labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The 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 3.31 of this tender document.
- c. If the Port shall consider himself entitled to any claim under the Performance

Guarantee he shall forthwith so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within 30 days after the receipt of such notice the Port shall be entitled to forfeit to the extent of the loss 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 in accordance with the condition of the Contract.

3.6 ASSIGNMENT AND SUBLETTING

- a. The Contractor may submit the details of subletting. However the final decision will be made by MPT authority.
- b. He shall neither assign his right and interest in this present tender nor assume a fresh partner or partners, or dissolve the partnership existing between him in reference to this Contract without the written permission of MPT.
- c. In the event of any activity being sub-contracted, the total liability and responsibility for meeting obligations and performance under Contract Agreement shall rest with the Contractor. In the event of the Contractor contravening this condition, the Port shall be entitled to terminate the Contract forthwith and award a fresh Contract to some other party at risk and cost of the Contractor who shall be liable for any loss or damage which the Port may sustain in consequence arising out of such replacement of the Contractor. In such case the Performance Guarantee shall be forfeited.
- d. Such consent, if any, shall not relieve the Contractor from any liability or obligations under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor or his servants, agents or workmen fully if they were the acts, defaults or neglects of the Contractor provided always that the provisions of labour or a piecework basis shall not be deemed to be sub-letting under this clause.

3.7 PATENT RIGHTS

- a. The 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 other protected rights in respect of any machine, Plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the 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.

3.8 GENERAL OBLIGATION OF THE PORT

In execution of the Works no person other than the Contractor, sub Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his 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.

3.9 FRAUD AND CORRUPTION

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

- a) Defines, for the purpose of this provision the terms set forth below as follows:
 - i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - iii) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial non competitive levels and;
 - iv) "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;
- b) 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;
- c) 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.

3.10 COMPLETION PERIOD OF WORK

The work shall be completed within 3 (Three) months from 7th day of issue of LOA.

3.11 RATES AND AMOUNTS INCLUDE ALL CHARGES

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

3.12 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.

3.13 EXECUTION

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

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

3.14 SECURITY DEPOSIT

- (i) The contractor shall within 21 days from the date of issue of work order. shall furnish a DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa, towards Security Deposit. This Security Deposit will be converted to Performance Guarantee upon completion of the work.
- (ii) Security deposit shall consist of two parts:
 - a) The DD equivalent to 5% of the contract value rounded off to nearest 100 rupees, shall be submitted within 21 days from the date of issue of work order.
 - b) The balance 5 % shall be recovered as Retention Money from the running bills. Thereafter, the total of 10% (DD 5% and 5 % Retention money) shall be returned after completion of Guarantee period of 1 year.
- (iii) On receipt of full deposit as arrived above in any manner aforesaid the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of 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.

- (iv) 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.

3.15 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.

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.

3.16. BANK GUARANTEE (BG) (not applicable)

- i.) The aforesaid Security Deposit (Clause 3.14) will be converted to Performance Guarantee upon completion of the work. The validity of such Guarantee issued, towards performance of the Contract, shall be for a period of 1 year from the date of successful commissioning and testing of the installation, with a claim period of 2 months thereafter.
- ii.) Bank Guarantee during AMC period : a separate BG for 10% of the contract value of CAMC, valid for one year till completion of the CAMC contract shall be furnished or BG for 10% cost of CAMC for each year valid for 14 months shall be

furnished and shall be renewed yearly for the respective years cost prior to expiry of the previous BG.

The original 10% BG furnished as referred above at (i.) will be released only on receipt of 10% BG of CAMC contract referred in (ii.)

3.17 EXTRA WORK (VARIATION)

Any extra expenses incurred in connection to the Works by MPT in the performance of the Works owing to the neglect or omission on the part of the Contractor, in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as MPT may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as MPT may determine.

However, the quantity variation shall be altered $\pm 30\%$.

3.18 CONTRACT DOCUMENT MUTUALLY EXPLANATORY

- a. The several documents forming the Contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.
- b. In case of any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the material or proper execution of the Works or as to the measurement or quality and valuation of the Works executed under this Contract or as extra thereupon, the same shall be explained by the Engineer-in-charge or his authorized representative.
- c. The explanation of Engineer-in-charge or his authorized representative shall be final and binding upon the 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.

3.19 CONTRACTOR'S EQUIPMENT

- a. The Contractor 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 Contractor 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.

3.20 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 within the completion period as stipulated in the tender.
- b. In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- c. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the 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.

3.21 FAIR WAGES

- a) The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons 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 work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.
- d) Wages book and wage slips:
The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-
 - 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 subContractor in regard to such provision. The Port shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deduction that may be permissible under any law for the time being in force.

3.22 PLANT AND EQUIPMENT

The Contractor 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.

3.23 INSPECTION AND TESTING OF WORK AT CONTRACTOR'S PREMISES

- a. The third party inspection agency shall be engaged by the Bidder for inspection of major equipment, at manufacture's works as per Quality Assurance Plan (QAP) based on manufacturer's standard and relevant IS or equivalent standards which shall be approved by Mormugao Port. (Refer Clause 2.26 of section II on pg. 20 of tender document)
- b. The Engineer or his Representative shall have at all reasonable time access to the Contractor's and sub Contractors premises/work site and shall have the power at all reasonable time to inspect, examine and test the materials & workmanship of the work during its Manufacture. The Third Party inspection agency/Engineers appointed/deputed for inspection & testing of equipments at Contractor's works and sub-Contractor's premises for which the necessary co-ordination & arrangements shall be made by the Contractor.

- c. Only such works will be accepted and paid for which Third Party inspection agency or the Engineer or his authorised representative may certify to be in strict accordance with the Contract.
- d. The Engineer or authorised representative on giving seven days notice in writing to the Contractor setting out any ground of objections which may have in respect of the work, shall be at liberty to reject all or any materials of workmanship in the subject of any of the said grounds of objection which are not in accordance with the Contract.
- e. In all cases where the Contract provides for tests whether at the premises of the Contractor or any sub-Contractor or elsewhere, the Contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out sufficiently such tests of the work in accordance with the Contract and shall at all time facilitate the Engineer and his assistant to accomplish such Testing.
- f. The cost of all tests and/or analysis effected at the Contractor's or sub-Contractor's work and on the installation site shall be borne by the Contractor. The cost of independent test and/or analysis which the Engineer In-charge or his authorised representative may cause to be made and which prove satisfactory shall be borne by the Contractor and also the Contractor will be called upon to pay all expenses incurred by the Engineer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- g. Third Party Inspecting Agency shall certify the materials and give the dispatch clearance before transportation to MPT's site. The Contractor shall give the Engineer such reasonable notice of the progress of the work and shall intimate the tentative date of transportation & arrival at MPT's site well in advance. The Contractor shall furnish a certificate issued by Third Party Inspection Agency towards "Ready to transport" prior to transportation from manufacturing facility.

3.24 DRAWINGS

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

3.25 TESTS ON COMPLETION AT MPT SITE

- a. On completion of fabrication of all items at the Contractor's premises and also when Installation/final adjustments at site are completed in accordance with the Contract, the Contractor shall give the Engineer notice in writing thereof and before making the tests on completion of 7 days' notice in writing of the date on which he will be ready to make the said tests in accordance with and in the manner prescribed in the specifications.
- b. If any portion of work fails under the tests to fulfill the Contract conditions, tests of the faulty portion shall, if required by the Engineer or by the Contractor, be repeated within reasonable time upon the same terms and conditions.
- c. If the Contractor neglects to make the 'Performance test' within the time

stipulated by the Contractor, MPT shall nevertheless have the right of using the Installations at the Contractor's risk until the 'Performance test' are successfully carried out.

- d. All the newly installed equipments shall be tested for proper performance in presence of the Engineer In Charge and a report shall be prepared, duly signed and submitted to the Port.

3.26 DEFECT LIABILITY PERIOD

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

3.27 TIME OF ACCEPTANCE

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

3.28 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.

3.29 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.

3.30 CERTIFICATE AND PAYMENT

- (i) **COMPLETION REPORT/COMMISSIONING CERTIFICATE:** On completion of work, the Contractor will apply to the Engineer along with the commissioning certificate issued by Agency for the issue of MPT's commissioning certificate and the same will be issued within 10 days of the completion of work in all respects, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with details set out in the contract documents. No completion certificate shall be given nor shall the work be deemed to have been executed until the grab has been duly tested and certified by authorized agency registered with DGFALSI.

- (ii) **PAYMENT OF CONTRACTORS BILLS THROUGH ECS:**

The Bidder should submit the consent in a mandate form for receipt of payment

through ECS and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c number, bank and branch code as appearing on MICR cheque and IFSC code no issued by bank.

Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

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

3.31 PERFORMANCE GUARANTEE TOWARDS PERFORMANCE OF CONTRACT

- (i) Within 21 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 3.14 above.

The validity of such Guarantee issued, towards performance of the Contract, shall be up to one year period from the date of successful commissioning and testing of the installation as per clause 3.30.(i) of the tender, 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.

3.32 INSURANCE

The Contractor during the contract period shall provide for insurance for their material and manning upto the commissioning and taking over of the installation.

(i) INSURANCE OF WORK AT MANUFACTURER'S SITE:

- The Goods supplied under the Contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance.
- The Contractor shall insure with the General Insurance Corporation of India or any other insurance company approved by IRDA or its branches in appropriate Indian currency, if any, subject to the conditions that the premium will be payable to the corporation in Rupees such materials, tools, Plants and things ordered from the works till they are delivered at site and then those for the works may for the time being on site and shall keep them insured in his own name and that of MPT against destruction or damage by accident, fire, flood and tempests for the full value of such materials, Plants and things until the same to be taken over by MPT from time to time, when so, required by MPT produce the policy and receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, Plant and things destroyed or damaged, but this provision shall not affect the Contractor's liabilities under contract.

- Unless the Port shall have approved in writing other arrangements, the Contractor shall, insure, so far as reasonably practicable the Works and keep each part thereof insured as may be mutually agreed between the Port and the Contractor against all loss or damage from whatever cause arising, until the materials are received at Port's site in good condition duly certified by the Third party inspection agency. The value of such insurance shall be at least equal to 110% of the contract price.
- (ii) **INSURANCE DURING INSTALLATION AT SITE:** The Contractor shall so far as reasonably practicable insure against the Contractor's liability in respect of any loss or damage occurring whilst the Contractor is at Port's site for the purpose of making good a defect or carrying out the tests on completion during the installation & commissioning of the equipment at Port's site or for the purpose of completing any outstanding work and against any loss or damage arising during the defects liability period from a cause occurring prior to the taking over of the installation by MPT. For all practical purpose such insurance, during Defect Liability Period, shall be from an Indian Insurance Company. The value of such insurance shall be at least equal to 110% of contract price.
- (iii) **INSURANCE AGAINST THIRD PARTY LIABILITY AT SITE:**
- a. 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.
 - b. 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.

3.33 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 workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

3.34 MPT's LIEN

MPT shall have a 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 them or 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.

3.35 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.

3.36 EXTENSION OF TIME

- (i) The Contractor shall commence the works 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.

3.37 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 panel of two arbitrators, of which one to be appointed by MPT and other by the Contractor. 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.

3.38 DEFAULTS & TERMINATION

1. Default:

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

- a) In case the completion of the work cannot be effected within 3 months from 7th day of issue of LOA.
- b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.

2. Termination

- (a) If the contractor fails to complete the subject work during the contract period or extension period within notice period i.e. 30 days, the work order will stand cancelled, and security deposit will be forfeited.
- (b) In the event of occurrence of default (b) as mentioned above MPT may proceed for terminating the contract by way of giving 3 months (termination period) notice within which time the Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the Contractor to do so, MPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from MPT for any damage that may occur during such removal and keeping of the equipment at any location by MPT. Also in case of termination of the contract the security deposit will be forfeited.
- (c) During the notice period of 3 months as at (b) above, the Contractor may be asked by MPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users in the wake of gradual winding up of the entire set-up of the contractor.
- (d) No compensation shall be paid by MPT to the Contractor in the event of termination of the contract.

3.39 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.

3.40 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.

3.41 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.

3.42 MISTAKE IN CONTRACTOR'S DRAWING

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

3.43 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 days prior notice in writing to Port.

3.44 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.

3.45 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.

3.46 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.

3.47 SUB-LETTING OF THE WORK

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

3.48 SUB-CONTRACTOR

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

3.49 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.

3.50 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.

3.51 TERMS OF PAYMENT

Payment shall be released as per the following terms:

- i) 70% of payment shall be released against supply of materials at site in good condition.
- ii) 30% of payment shall be released against successful testing, commissioning and taking over of the work.

3.52 GUARANTEE

The Guarantee period shall commence from the date of taking over of the work. The repair/replacement shall be carried out in mutual consultation with the Engineer In-charge.

3.53 LIQUIDATED DAMAGE

In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages for delay to complete the work, a sum of 1% of contract price per week or part thereof subject to a maximum of 10% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.

3.54 FACILITIES PROVIDED BY PORT

- a) Free Electric Power in A.C., three/ single phase, 440 V, 50 cycles will be for provided for welding and execution of the contract work subject to availability. However, contractor shall arrange all cabling switch gears, etc. for power supply to his equipment at his own arrangement by their expenses for execution of contract works.
- b). Contractor shall avail the port equipments / Mobile Crane on chargeable basis as per Scale of Rates subject to availability.
- c) Water supply shall be arranged the contractor by their own for execution of work.
- d) 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.

3.55 CRECHE FACILITIES

The Contractor shall provide 'Creche' facilities at the camp offices/work site to the children of working mother.

3.56 INTEGRITY PACT

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

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

- 4.1 The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
- 4.2 It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the Tenderer.
- 4.3 The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Schedule of prices attached with the Tender document. The prices quoted shall be inclusive off taxes, duties, freight, insurance, unloading etc and any correction shall be supported by the tenderer's signature there against.
- 4.4 The 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 Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his

own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.

- 4.8 The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
- 4.9 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. 0832-2594572 / 09822125429, 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 (BILL OF QUANTITIES)

Sr. No.	Description of work	Unit	Qty.	Rate per Unit (on CIF basis) (Rs.)		Amount (Rs.)
				In figure	In words	
1.	Design, manufacture and supply of 30 cbm imported clamshell type Grab bucket from OEM or their authorized dealers/ agents for handling of bulk cargo of density 1.5 T /m3 or less, for a 120 T Harbour mobile crane at Mormugao Port Trust, as per the Technical Specifications and scope of work. Make: Verstegen, / SMAG, / CFS Handling.	No.	1			
TOTAL						

(In Words Rupees _____
_____ only)

Note:

- a) The offered rates shall be inclusive of all taxes except Service Tax which will be paid extra as applicable. However, if any new tax is imposed by State/Central Govt., same will be reimbursed on producing documentary proof.
- b) The offers are invited on “**CIF mode**” including unloading the material at MPT site, Mormugao, Goa.
- c) Port shall avail Custom Duty exemption by obtaining Custom Duty Exemption Certificate by engaging Custom Housing Agent (CHA). However, the Contractor to co-ordinate with the Port appointed CHA for custom clearance and to enable Port to obtain the Custom Duty Exemption Certificate.

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 in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust”**, Entire work shall be completed within 3 months from the 7th day of issue of LOA.
3. We further undertake, if our tender is accepted, we will deposit 5% of the tender price, within 21 days from the date of receipt of order in the form of Demand Draft from any scheduled/ Nationalized Bank in favour of Financial Advisor & Chief Accounts Officer, MPT payable at Vasco, Goa” 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. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.
6. We agree to deposit Earnest Money as per the Port’s terms and conditions.
7. 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.

8. We understand that you are not bound to accept the lowest or 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.)

NOTE:

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

2. Bidder shall work out Net worth on following basis:
 Net Worth: Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year)

SIGNATURE OF CA :

NAME OF CA :

COMPANY SEAL :

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day ___ of ___ 2017 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 **“Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust”**

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) _____

FORM OF PERFORMANCE GUARANTEE

Bank guarantee bond to be issued by nationalized banks only

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the 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" or "Guarantor" or "Surety" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns)) 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 (project title) _____ and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., Govt./State Govt./PSU firms/ Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The MORMUGAO PORT TRUST, represented by its Chairman or any other Officer so nominated by the Board (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its e-Tender No. **CME/XEN(M)/HMC17/2017/01** for “**Design, manufacture and Supply of 1 no. 30 cbm imported clamshell type Grab bucket for 120 T Harbour Mobile Crane at Mormugao Port Trust.**” (the “**Work**”) through Tenders invited in 2 Cover system.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the tender, for the duration of the work.

5 . Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Miscellaneous

6.1 This Joint Bidding Agreement shall be governed by laws of India.

6.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature) (Signature)
(Name) (Name)
(Designation) (Designation)
(Address) (Address)

SIGNED, SEALED AND

SECOND PART

In presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

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

Firm's Sign and Seal

Place:

Date:

PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 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 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, (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 'BUYER/EMPLOYER' has invited bids for the work of “ _____ ” and the BIDDER/SELLER is submitting his bid for the project and WHEREAS the BIDDER/SELLER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Mormugao Port Trust.

NOW, THEREFORE,

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

Enabling the BUYER/EMPLOYER to obtain the desired said stores/equipment/ services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the 'BUYER/EMPLOYER'

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

Commitments of BIDDER/SELLER

3.0 The BIDDER/SELLER 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/SELLER 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 "BUYER/EMPLOYER ' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER/SELLER 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 "BUYER/EMPLOYER ' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

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

3.4* BIDDER/SELLER 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/SELLER further confirms and declares to the "BUYER/EMPLOYER ' that the BIDDER/SELLER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the

'BUYER/EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER, 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/SELLER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/EMPLOYER ' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/SELLER 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/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/EMPLOYER ' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER/SELLER 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/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER ' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER ' has financial interest/stake in the BIDDER/SELLER 's firm, the same shall be disclosed by the BIDDER/SELLER 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/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER '.

4. Previous Transgression

- 4.1 The BIDDER/SELLER 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/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER 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/SELLER shall deposit an amount **Rs. 74,100/-** as Earnest Money, with the 'BUYER/EMPLOYER ' in the form of DD/ BG / e-payment 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/SELLER and the 'BUYER/EMPLOYER, including guarantee period, whichever is later.
- 5.3 In case of the successful BIDDER/SELLER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 In case of the successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'BUYER/EMPLOYER ' to the BIDDER/SELLER 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/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the 'BUYER/EMPLOYER ' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER. However, the proceedings with the other BIDDER/SELLER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER ' and the 'BUYER/EMPLOYER ' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER 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/SELLER, in order to recover the payments, already made by the 'BUYER/EMPLOYER, alongwith interest.

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

(vii)To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the "BUYER/EMPLOYER 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 'BUYER/EMPLOYER with the BIDDER/SELLER, the same shall not be opened.

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

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

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

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

7. Fall Clause

- 7.1 The BIDDER/SELLER 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/SELLER 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/SELLER to the "BUYER/EMPLOYER", if the contract has already been concluded.

8. Independent Monitors

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

-----,
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,
- 8.6 The BIDDER/SELLER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER/SELLER. The BIDDER/SELLER 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/SELLER /Subcontractor(s) with confidentiality.
- 8.7 The BUYER/EMPLOYER, will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/EMPLOYER / BIDDER/SELLER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 6 years or the complete execution of the contract to the satisfaction of both the BUYER/EMPLOYER and the BIDDER/SELLER, including guarantee period, whichever is later. In case BIDDER/SELLER 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/SELLER 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/SELLER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

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

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.

CHECKLIST FOR FURNISHING SCANNED DOCUMENTS

Sr. No.	Description	Tick mark if attached
1.	Cost of Tender/EMD in the form of e payment	<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-V)	<input type="checkbox"/>
9.	Declaration Form (Appendix-VI)	<input type="checkbox"/>
10.	Advance Stamped Receipt (Appendix-VII)	<input type="checkbox"/>
11.	Bank Details (Appendix-VIII)	<input type="checkbox"/>
12.	Copies of Service Tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number	<input type="checkbox"/>
13.	Cover 1(A) (Integrity Pact) enclosing in Cover-I	<input type="checkbox"/>
14.	MANUFACTURERS' AUTHORIZATION FORM (Appendix – XII)	<input type="checkbox"/>

MANUFACTURERS' AUTHORIZATION FORM

Ref.No.

Dated _____

**The Chief Mechanical Engineer,
Engineering Mechanical Department,
Mormugao Port Trust,
A.O. Bldg., Headland Sada,
Goa - 403 804.**

Dear Sir:

We who are established and reputable manufacturers of having factories at _____ (*address of factory*) do hereby authorize M/s _____ (*Name and address of Authorized dealer/ agents*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company, firm, or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee as per Clause 3.26 and Clause 3.31 of the General Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of Manufacturer)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid Cover-I.

LOAD CHART OF HMC



MOBILE HARBOUR CRANE **IHC 2120 (four ropes)**

OPERATIONAL DATA			CAPACITIES FOR DIFFERENT USES			
RADIUS L (m)	Boom angle θ (°)	Hook height H (m) ↑	HEAVY (t) FEM A3	STANDARD or TWIN LIFT (t) FEM A8	SINGLE LIFT (t) FEM A8	GRAB (t) FEM A8
11.0	78.3	40.0	120.0	65.0	50.0	50.0
12.0	77.1	40.0	120.0	65.0	50.0	50.0
14.0	74.8	40.0	120.0	65.0	50.0	50.0
16.0	72.5	40.0	120.0	65.0	50.0	50.0
18.0	70.2	40.0	120.0	65.0	50.0	50.0
20.0	67.8	40.0	120.0	65.0	50.0	50.0
22.0	65.4	40.0	112.5	65.0	50.0	50.0
24.0	62.9	40.0	102.5	65.0	50.0	50.0
26.0	60.4	40.0	93.0	65.0	50.0	50.0
28.0	57.8	40.0	84.5	65.0	50.0	50.0
30.0	55.1	40.0	77.5	65.0	50.0	50.0
32.0	52.3	40.0	71.5	65.0	50.0	50.0
34.0	49.5	40.0	66.5	62.5	50.0	50.0
36.0	46.5	40.0	61.5	58.5	50.0	48.0
38.0	43.3	40.0	57.5	55.0	50.0	45.0
40.0	40.0	40.0	54.0	52.0	50.0	42.0
42.0	36.4	40.0	50.5	49.0	49.0	41.0
44.0	32.4	35.0	47.5	46.5	46.5	36.5
46.0	28.0	35.0	44.5	44.0	44.0	34.0
48.0	22.8	26.0	41.5	41.5	41.5	32.0
50.0	16.1	26.0	39.0	39.0	39.0	30.0
51.0	11.5	21.0	37.5	37.5	37.5	29.0