



MORMUGAO PORT TRUST

TENDER No. CE/10/2017

LIMITED TENDER

FOR

**Geo-technical Soil Investigation for Navigational Channel &
Vasco Bay at Mormugao Port Trust, Goa**

PART- I

BID DOCUMENT

FEBRUARY 2017



MASTER INDEX

Tender No. CE/10/2017

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NOTICE INVITING TENDER (LIMITED)

MORMUGAO PORT TRUST

TENDER NO. CE/10/2017

TENDER NOTICE NO CE/N-06/2017

**Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at
Mormugao Port Trust, Goa**

1. INVITATION

- 1.1 Mormugao Port Trust (MPT) invites *sealed tenders in original under two cover bidding procedure and to the MPT's designs, drawings, relevant I.S. codes and specifications contained and referred directly/indirectly in this tender document. and on Item rate basis for the work of " Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa.

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

1.2. Eligibility Criteria for tendering will be as follows :

The Tenders are issued to the short listed contractors however they have to fulfil the following eligibility criteria.

i) Annual Turnover:

The Annual average Turnover of the Bidder during the three preceding financial years ending 31.3.2016 shall not be less than INR Rs 22.00 lakhs

- ii) Bidder should have successfully completed with a single point responsibility during the last seven years ending 31.12 .2016, the following:

- a) At least one "similar work" of value not less than INR Rs. 59 lakhs **OR**
- b) At least two "similar works" of value not less than INR Rs. 44 lakhs **OR**
- c) At least three "similar works" of value not less than INR Rs.30 lakhs

"Similar works" means the Tenderer should have carried out marine bore hole soil investigation, etc, in ports, inland waterways, river, sea, etc in India and/or abroad.

PI 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.

1.2.1 The tenderer shall furnish relevant information in respect of their firm etc. to ascertain their financial and technical capabilities and work experience in Proformae 1 to 5.

1.2.2 Offers received from the tenderer with counter stipulation and conditions will be summarily rejected and such offers will not be evaluated and considered at all.

1.2.3 Tenders received after due date and time will not be opened even they are sent by post/courier. Any delay in the delivery of the post/courier will be the responsibility of the bidder.

1.3 **Scope of the work :**

The proposed work comprises of:

The scope of work of this tender will be

- i) Mobilisation of Plant and equipment required for marine bore holes.
- ii) Boring of 25 marine bore holes
- iii) Taking undisturbed samples and disturbed samples.
- iv) Laboratory test for determining the characteristics & type of soil and rock
- v) Submission of report.

1.4 The estimated cost of the work is **Rs. 73.33 lakhs**. The estimated cost of work is furnished herewith for the guidance of the tenderer and they are advised to make their own estimate for the same.

The successful contractors are required to offer their amount for each and every item in figures as well as in words at the space provided in the Schedule of Quantities and Rates.

1.5 The tenderer will have to work in close co-ordination with the other contractors employed, if any and should not hinder their activities with the Port's navigation.

1.6 The quantities provided in the tender are approximate and may vary. The tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of works involved etc. so that they are fully aware of the nature and scope of the works to be carried out before tendering. No claim will be entertained due to variations in the quantities.

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

The Earnest Money to be deposited in respect of this tender is **Rs 74,000 /-** (Rupees Seventy Four Thousand Only).

3. **RELEASE OF SITE :**

The site will be released to the contractor immediately after the work is awarded. The dust, dirt and debris resulted at the site shall be controlled properly and removed daily. The complaints received in this respect will be viewed seriously and the cost of resulted damages, if any will be recovered without any reference. The Tenderer should take all these aspect into account while quoting the tender and to complete the work within stipulated completion period.

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

The total completion period for the work is **90 days (including monsoon)** from the date of receipt of acceptance letter or from the date of release of site or part thereof, whichever is later.

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

Tenderer's specific attention is invited to the conditions of the proposed work site. The working area will be released in full/part as the case may be to the successful tenderer. The contractors are required to plan their dismantling activities accordingly without causing any hindrances to the daily operations, navigational and other movements and other MPT contractor working in the area.

See Clause No.40 of the General Conditions.

5. **LIQUIDATED DAMAGES:**

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

6. **FACILITIES TO THE CONTRACTOR :**

Tenderers are advised to bid after taking into account, among other provisions of the tender documents, the following facilities:

- a) No mobilisation advance for plant and machinery will be paid.
- b) MPT will not supply any material for the work.
- c) The contractor will have to make his own arrangements for Electricity and

for water which shall be from an approved source.
d) No Escalations in the cost will be considered.

7. **FACILITIES NEEDED TO BE PROVIDED BY THE CONTRACTOR :**

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

a) Contractor shall at his cost obtain all necessary permissions/clearances of statutory/non-statutory authorities having concern for successful completion of the work.

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

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

9. **INSPECTION OF SITE :**

Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Access to the site for inspection will be arranged by Executive Engineer, Civil Engineering Department, Mormugao Port Trust, Administrative Office Building ,Headland Sada, Mormugao ,403804, Telephone No. 0832 2594607. Mobile: 9420686276.

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

The Chief Engineer reserves the right to reject any or all tenders without assigning any reason or to accept any tender in part or whole and does not bind itself to accept the lowest or any tender.

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

11.1. The tenders duly completed in accordance with the "Instructions for preparation and submission of tenders" contained in this tender document should be placed in the tender box (marked "Tender No.CE/10/2017") kept outside the cabin of the Asst. Executive Engineer, Civil Engineering Department, Mormugao Port Trust, up to due date as indicated in face sheet. The Single Cover – Tender will be opened at 15.30 hrs. on the due date in the presence of such of the tenderers who may wish to remain present.

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

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

11.4 Unsigned tenders will not be considered.

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

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

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

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

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

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

17. **VALIDITY OF THE TENDER:**

The tenders shall remain valid for a period of 120 days after the date of submission of the tender.

CHIEF ENGINEER
MORMUGAO PORT TRUST
MORMUGAO – GOA

Mormugao, Headland Sada.
Dated: _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa

PART I - FORM OF TENDER

**The Chief Engineer,
Mormugao Port Trust,
MORMUGAO HEADLAND SADA (GOA).**

I/We _____ do hereby offer to execute the work comprised in the annexed Tender Notice, “**Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa**”, in strict accordance with the Instructions to Tenderers, General Conditions of Contract (GCC), Specifications, etc. at the rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities and Rates within **Three months** from the date receipt of work order or date of release of site whichever is later. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port Mormugao. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/We agree that the Liquidated damages at the rate of 0.5% of the contract price per week or part thereof's delay in work subject to a maximum ceiling at 5% of the contract price represents a fair estimate of the loss likely to result from the delay.

3. I/We enclose herewith a sum of **Rs. 74,000/- (Rupees Seventy Four Thousand only)** towards earnest money deposit in the form of Demand draft as proof of my/our willingness to enter into the contract if my/our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the specifications, Schedule of Quantities and Rates attached to this tender.

5. I/We also agree, if awarded the contract that the earnest money lodged with this tender will be retained by the Trustees towards part of the Security Deposit and to make further deposit by cheque/demand draft of a Bank Guarantee, within fourteen days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5% of the contract price of my/our tender by way of deductions from my/our bills at the rate of 10% of the gross value of work certified in each bill till the amount of 5% of the contract price is accumulated.

7. Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the said tender annexed hereto, so far as applicable or in default thereof to forfeit and pay the Board of Trustees and/or its assignees, the sum of money mentioned in the said conditions and to execute and agreement in the prescribed form with the Mormugao Port Trust within 30 days of the award of the contract, or in default thereof, to forfeit the Earnest Money deposited by me/us. Unless and until, a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

8. I/we undertake, if our tender is accepted, to commence the work within 15 days of receipt of the Chief Engineer's orders to commence and to complete and deliver the whole of the work comprised in the contract within the time allowed for the work.

9. A sum of **Rs. 74,000/-** has been deposited by me/us with the Financial Adviser and Chief Accounts Officer of Mormugao Port Trust as Earnest Money, the full value of which is to be absolutely forfeited to the Board of Trustees without prejudice to any other rights or remedies of the said Board, should I/we fail to commence the work specified in the above mentioned memorandum, otherwise the said sum of **Rs. 74,000/-** shall be detained by the Port Trust as a part of the Security Deposit as aforesaid.

10. I/we agree to abide by this tender to be valid for the period of six months from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.

11. I/we further agree that if I/we withdraw the tender before the expiration of this period of six months, or fail to execute an agreement in the form aforesaid within 30 days from the date of award of contract, the Earnest Money deposited shall be forfeited to the Board.

12. I/we understand that the Board is not bound to accept the lowest or any tender you may receive and may reject the same (the lowest) or any other tender without assigning any reason therefore.

13. "I have read and understood the General conditions and specification of the work which are printed in Volume – I supplied to me by the Department which will form a part of tender and this shall remain binding on me".

14. I /we have enclosed herewith the following documents as required under instructions to tenderers:-

- a) Organisation Chart.
- b) List of similar works carried out by me/us with completion/performance certificates.
- c) CPM/Bar Chart.
- d) List and description of main plant and equipments proposed to be used on this work.

15. I/We have inspected the site and I am /we are fully aware of the work to be

carried out while tendering for the contract.

16. (A) Mine is a proprietary firm and I am sole proprietor of the firm. My firm is/is not registered with Registrar of firms.

Name : _____

Age _____ Years

(B) Ours is a partnership firm and the names of all major partners are given below:

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

We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners of their guardians.

(C) Ours in a company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer.

Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney is his favour will be submitted for perusal immediately on acceptance of the tender.

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

18. My/our permanent Income Tax Accountant No. is _____.

Witness's

Tenderer's

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

Tel. No. _____

Tel No. _____

Mobile No. _____

Date _____

Date _____

N. B.: Strike out whichever is not applicable.
Here the Name of the Bank should be stated.

NAME AND ADDRESS OF TENDERER:-

SIGNATURE OF TENDERER

Witness: - _____

Date: _____ Day of _____ 2017

Witness: - _____

Witness: - _____



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

APPENDIX- I

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa

APPENDIX TO THE TENDER NOTICE

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

Sr. No.	Particulars	Clause of G. C. C.	Applicability for this Work
1.	Amount of initial security and time	11(1)	Five percent of the contract price and 7 months.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	15 days
3.	Period of Completion	40	90 days including monsoon
4.	Amount of liquidated damages.	43	Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.
5.	Free maintenance period.	45(1)	Not applicable
6.	Percentage of retention from each running account bill	54(1)	10%.
7.	Limit of Retention Money	54(1)	5% value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	10% value of the contract.
9.	Minimum amount of interim Certificate.	54(1)	Rs. 25,00,000/-.
10.	Time within which payment to be made after contractor's submission of the bill based on joint measurement and submission of all documents.	54(1)	100% within 15 working days
11.	Mobilisation Advance	N.A	Not applicable to this contract.

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

Dated this ----- day of ----- 2017

Signature ----- in the capacity of _____

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

on behalf of -----.

(IN BLOCK LETTERS)

ADDRESS: -----

Witness: _____

Occupation: _____



APPENDIX- II

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

ESTATE RENTAL CHARGES

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

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

SIGNATURE OF THE CONTRACTOR

CHIEF ENGINEER



PROFORMA 1

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa

AVERAGE ANNUAL TURNOVER IN CIVIL ENGINEERING WORKS CARRIED OUT AS PRINCIPAL CONTRACTOR DURING EACH OF LAST THREE YEARS ENDING 31ST DECEMBER 2016

(Ref 1.2A of the Tender Notice)

(Rs. In lakhs)

Sr. No.	Tender No.	Name of the work	Employer	Amount received
1	2	3	4	5

A) Make separate statement for each of the three years.

B) Use continuation sheet for each year if required.

NAME, SIGNATURE & SEAL OF
CHARTERED ACCOUNTANT

NAME SIGNATURE:
& SEAL OF TENDERER:

TELEPHONE NO.

DATE:

DATE:



PROFORMA 2

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa

METHOD STATEMENT

The tenderer shall submit Method statement i.e a write up with full technical particulars indicating the method of drilling boreholes as required.



PROFORMA 3

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa

**LIST OF MAJOR TOOLS, PLANT AND MACHINERY, SURVEY EQUIPMENT,
TESTING APPARATUS IN WORKING CONDITION AND OWNED BY THE
TENDERER**

(USE CONTINUATION SHEET IF REQUIRED)

Sr. No.	DESCRIPTION	NO. OF UNITS	YEAR OF PURCHASE	PRESENT CONDITION	PRESENT LOCATION
	MAKE				
	CAPACITY				
1	2	3	4	5	6

CERTIFIED THAT THE ABOVE INFORMATION
IS TRUE AND CORRECT.

NAME, SIGNATURE & SEAL OF
CHARTERED ACCOUNTANT

NAME SIGNATURE:
& SEAL OF TENDERER:

TELEPHONE NO.

DATE:

DATE:



PROFORMA 4

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa

LIST OF PROFESSIONALS TO BE DEPUTED FOR THE SUBJECT WORK

(USE CONTINUATION SHEET IF REQUIRED)

Sr. No.	NAME OF PERSON	AGE	PROFESSIONAL EXPERIENCE DETAILS	POSITION HELD IN THE FIREM	SINCE WHEN
		QUALIFICATION			
1	2	3	4	5	6

CERTIFIED THAT THE ABOVE INFORMATION
IS TRUE AND CORRECT.

NAME, SIGNATURE & SEAL OF
CHARTERED ACCOUNTANT

NAME SIGNATURE:
& SEAL OF TENDERER:

TELEPHONE NO.

DATE:

DATE:



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa

PART II - INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF TENDER

1. EARNEST MONEY DEPOSIT (EMD):

- 1.1 The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the Earnest Money deposited by the tenderer shall be forfeited.
- 1.2 Earnest Money Deposit will be accepted only in the form of Demand Draft issued from any Nationalised or Scheduled Banks having office in the State of Goa. The same shall be drawn in favour of "FA&CAO/MPT" and payable at Vasco -de-Gama. EMD in cash or in the form of Bank Guarantee will not be accepted.
- 1.3 Bids if not accompanied by the requisite Earnest Money Deposit (EMD) and in the manner described at 1.2 and 1.3 above is liable to be rejected at the discretion of the Port.
- 1.4 Tenderers exempted from depositing Earnest Money Deposit (EMD) by the Competent Authority shall attach with the tender, a copy of the letter exempting him/them from lodging the Earnest Money Deposit (EMD).
- 1.5 Proper receipt for having received the Earnest Money Deposit (EMD) shall be issued to the bidders after opening the bids.
- 1.6 **Refund of Earnest Money Deposit:**
Mormugao Port Trust will return, generally within 10 days of the opening of the Financial Covers of the tenders; the Earnest Money Deposits lodged by all tenderers except for those whose offers are ranked as the first three lowest acceptable tenders. Such tenderers are requested to contact the Asst. Engineer (Accts), Engineering (Civil) Department in the Head Office for claiming such refund alongwith original EMD receipts for obtaining refund. No fresh correspondence in this regard will be made by this Port Trust.
- 1.7 E.M.D. of other tenderers, i.e. any two among the first three lowest tenderers will be refunded to them only after acceptance of work order by successful tenderer. E.M.D. of successful Contractor will be retained as part of Initial Security Deposit (I.S.D.)
- 1.8 The return of Earnest Money will be effected either by way of returning the Banker's cheque lodged by the tenderers or by issuing a cheque drawn on any Nationalised

Bank. The Mormugao Port Trust will not be responsible for reimbursing to the tenderers the Banker's commission for en-cashing the cheque.

2. **INSPECTION OF SITE**

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

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

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

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

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

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

4.3 The prices and amounts quoted by the tenderer shall allow for all costs including, labour, material, equipment, transport.

4.4 Unless otherwise stipulated in the Tender Notice, the tenderer shall submit his tender strictly based on the official design and specifications.

4.5 All the tenderer shall submit/ furnish along with the tender the followings:-

(a) Detailed CPM network/Bar Chart based programme for execution of the work. The network chart shall show the various identifiable activities, their logical inter-dependencies, the duration of each activity, backed up by break-up of the resources based on which the duration has been estimated, the source (owned/ to be purchased/ hired) of the envisaged resources. The network shall show earliest and latest week number of commencement and completion of each activity. Based on an analysis of such a network programme/bar chart and a list of control milestones shall also be submitted. The network, bar chart and list of milestones shall be signed and dated by the tenderer and shall be treated as an integral part of his tender. The starting point of time of such network and bar chart shall be the date of receipt of the acceptance letter by the successful tenderer or handing over of the site or part thereof by the Mormugao Port Trust to the Contractor. The tenderer should note that though the completion period includes monsoon and it is possible that works may be affected by monsoon. However he has to plan all his activities in such a manner that work will be completed in the stipulated period.

(b) Organisation Chart.

(c) List of similar works carried out by me/us with completion/performance certificates.

- (d) List and description of main plant and equipments proposed to be used on this work.
5. **SUBMISSION OF TENDER:** The tenderer is required to submit his tender in the manner described below.
- 5.1 **Tenders invited under Two cover system:**
- 5.1.1 The tender is required to be submitted in Two cover system shall contain:
(a) All the tender document including the required information of the tenderer's along with the Proformae duly filled in Schedule of Quantities and Rates and form of tender.
- 5.1.2 The Tenderer must ensure that his tendered amount or rates are not mentioned, either directly or indirectly in any of the papers enclosed besides the schedule of quantities and should be inclusive of all taxes, duties applicable for this contract. If any such mention is made there, the tender is liable to be treated as invalid and will not be considered.
- 5.2 **Delivery of Tenders**
The tenders duly completed in accordance with the "Instructions for preparation and submission of tender" contained in this tender document should be submitted upto 3.00 pm on due date in the office of the Chief Engineer in the tender box with Assistant Executive Engineer (Accounts) and offers will be opened at 3.30 p.m. on the same date in the presence of such of the tenderers who may wish to be present.
6. **OPENING OF TENDERS:**
The tender will be opened at the time and date notified in the Tender Notice, in the presence of such of the tenderers who may wish to be present.
7. **VALIDITY PERIOD OF TENDERS**
The validity period of the tender shall be 120 days after the submission of the Bid Offer. Tenders with a shorter validity period shall be rejected.
8. Tenderers should not upload revised or amended offer after the closing day and the time of tender.
9. The contractor shall take special care to protect and support at their own cost the underground service like electrical cables, telephone cables, water-mains, drainage pipelines and other services lines etc. coming in the way of works.
10. Further clarification, if any, can be obtained from the Executive Engineer, (Project I) Engineering Civil Department, Mormugao Port Trust or by contacting the officer designated in the Tender Notice.

CHIEF ENGINEER

Mormugao, Headland Sada.

Dated: _____



ANNEXURE - I

MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

PART III- FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

1. We, _____ (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake pay to the Government an amount not exceeding Rs. _____ (Rupees _____) on demand by the Government.
2. We, _____ Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government 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 Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under the bond shall be a valid discharge of our liability for payment thereunder, and the contractor (s) shall have no claim against us for making such payment.

4. We, the said Bank, further agree that the Guarantee herein contained shall remain in 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 Government 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 Government 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 _____ further agree with the Government that the Government shall have the fullest liberty without our consent, and without affecting 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 Government 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 Government or any indulgence by the government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

7. We _____ lastly undertake not to revoke the Guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid up to _____ unless extended on demand by the Government. 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 six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged,

Dated the _____ day of _____
for _____ Bank.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa

ADDITIONAL SPECIAL INSTRUCTIONS

1. Tenderers are required to sign with date the Schedule of Quantities and Rates and the form of tender and fill in all the particulars and details called for therein. Unsigned tenders, without the details are liable for rejection.

2. Measurements: Payments will be made on item rate basis. Contractor should visit the site and quantify the work before quoting.

3. Rates and Prices to be inclusive: The rates entered in the Schedule of Quantities by the tenderer shall include the provision of all supporting special equipment. Labour of required skill, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc., if any for compliance with conditions of contract and specification.

4. The tenderer shall inspect the site and fully study the work involved vis-a-vis the specifications etc before tendering for the work.

5. Any damages to the property of the Port or local private agencies should be made good or compensated by the contractor.

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

7. Permission for working beyond the normal working hours of the Port or on Sundays and Public holidays as stipulated under clause no. 43 of the General conditions of contract, Volume I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.

8. The contractor and his workers / agents shall be required to obtain and display MPT Photo Identity card during entry, stay and exit from the Port security areas guarded by the CISF personnel.

9. All applications for issuance of Photo identity cards shall be routed through the Chief Engineer, who shall forward the same to the Port's Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agents on payment of necessary fees as prescribed from time to time and the same shall be valid

for the duration of the contract.

10. The contractor shall clear away all the temporary structures built, within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer. In case the contractor fails to vacate the port area / premises allotted to him for site office/ store within the stipulated period after the completion of the work, the Board shall have the right to debar such defaulting contractors for future contracts of the Board by blacklisting him and shall also be charged penal lease rental at the prescribed rate.

11. Lighting Arrangements: Contractor shall make suitable arrangements for Lighting their installations at their own costs by using generators, etc. Suitable lighted marker buoys should be placed to illuminate the temporary structures set up at sea/river for carrying out the soil investigation, etc, works.

12. Insurance of Men, Machinery and equipment: The contractor should suitably insure its work force, equipment, machinery, survey launches, boats and all the equipments deployed for the work. The Port shall not be responsible for any liability arising out of any accidents, loss of life and / or property belonging to the Contractor. The Port shall not be held liable or responsible for losses caused to the properties of the contractor, by local people/fishermen, or any losses caused to the property of the local people by the Contractor executing this work.

13. Progress Report of the Work: The contractor should regularly without fail submit the Daily Progress Reports clearly detailing the men and equipment deployed at site, the progress of work achieved the previous day and detail programme of work for the day, to the Port Departmental Engineer deployed for supervision of the work

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

15. In case the contractor fails to vacate the Port premises allotted to him for the site office within the stipulated period after the completion of the work, the Board shall have the right to debar such defaulting contractor for future contracts of the Board by blacklisting him and shall also be charged penal lease rental at the prescribed rates.

16. Time is the essence of the contract and the entire work should be completed within the period as specified in the schedule. The tenderer shall also submit detailed programme for the timely completion of work giving details of gangs / labour / material supply / plant and machinery, etc. taking into account the limited time schedule provided.

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

18. The contractor shall register the E.S.I and should submit the copy of the minimum amount of insurance (ESI) etc obtained before the commencement of the work.

19. The special instructions given above shall prevail over those stipulated elsewhere in the tender documents forming part of the contract. The volume containing the Instructions of Tenderers, the General conditions, Special conditions and specification forms an integral part of the tender document and the same shall be

submitted along with the Volume-I of the tender documents all duly signed by the tenderer.

20. The contractor shall at his own costs arrange to take the Departmental Engineer / Supervisor and Port Personnel visiting the site to the offshore location of work, by hiring a suitable strong and safe boat, for plying for minimum four times a day, the Port personnel. The costs towards the same should be included in the items of work and no additional payment will be done by the Port for the Purpose.

20. The contractor may submit the following information in order to refund the EMD's, BG's / Security Deposits / Retention money.

- a. Name of Bank
- b. Place
- c. Account No.
- d. Type of A/c no.
- e. Pan no.
- f. EPF No.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa

SCOPE OF WORK AND DRAWINGS

The proposed work broadly comprises of:

- a) Mobilisation of Plant and equipment required for marine boreholes
- b) Boring for 25 nos. marine boreholes.
- c) Taking undisturbed samples and disturbed samples.
- d) Laboratory tests for determining the characteristics of soil and type of soil
- e) Submission of Report.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of the Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust,Goa

TECHNICAL SPECIFICATIONS

ITEM NO. 1

Mobilisation of Jack-up barge and plants / equipments including fabrication of platforms mounted on crafts / launches, etc and providing floating pontoon if required for supporting all equipments, machinery, etc for conducting soil investigation such as boring / drilling rig, tripod, pulley, winches, hydraulic pumps, drilling accessories, geo-technical field testing kit, generator, safety provisions, etc., for conducting soil investigation in offshore areas Port areas and after work completion, dismantling/demobilisation the same and taking away all equipment. from site.

- a) Mobilisation
- b) Demobilisation

General: The plants and equipments (platform) shall be of required size or as directed by Engineer in charge. The plant and equipment shall be in working condition for boring marine boreholes. The contractor shall bring the plant and machinery including required number of boats, anchors, etc for the works at site and get it approved from Engineer in charge. This item also includes cost of any damages to the plant and equipment during the course of work and also includes costs for maintenance of boats, equipment in good working condition.

Mode of payment should be as follows:

- 1) 40 % amount of mobilisation shall be paid after successful completion of one marine offshore borehole.
- 2) Balance 50 % amount of mobilisation shall be paid after successful completion of all Marine boreholes.
- 3) 10 % Amount of shall be paid after demobilisation of plants and machinery on successful completion of the entire work.

ITEM NO. 2

Move platform into position at first bore hole and from bore hole to bore hole including accurately mooring of craft and stabilizing the equipment / plant up at each bore hole position and hire of tugs if necessary and survey work etc complete. This item includes erection of the plant and equipment at requisite location and contractor should arrange the required number of boats / floating pontoons for erection of plant and equipment. After the boring is completed in all respects the plant and equipment shall be dismantled.

General:

The item includes transportation of the plant and equipments from bore holes to borehole after completion of boring/bore hole investigation at one place. The plant and equipment shall be shifted safely without any damage. The contractor should maintain the equipments in good condition during transportation.

Payment shall be made for shifting to each location.

Compensation:

Any damage to the property or injury to persons due to erection and dismantling of machinery shall be the responsibility of the contractor.

Mode of payment:

Payment shall be made for erection and dismantling of the plant and equipment at each location.

ITEM NO. 3

Taking trial bores 100 mm (4 ") dia. In all types of soil including boulders and in weathered basalt rock (with double tube core barrel system) including all materials such as casting pipes and accessories oil, greases, steel balls and such other materials as required (including conveying the materials to and fro from site of work) preparing the loose sample serially in glass / plastic jars on site of work and conveying the same to the concerned office as directed by Engineer-in-charge and carrying out SPT at 1.50 mtr. Intervals as required.

General:

The standard specifications shall be followed for this item wherever applicable. The bores shall be taken at site as directed by Engineer in charge.

The Engineer incharge may delete or change position of any bore to be taken and the contractor is bound to abide by his decision.

The contractor shall carry out the work of boring with equipment, required for the work at his own costs. The bore shall not be deemed to be complete, until the Engineer in charge is satisfied that it has gone to the required depth. The equipment shall not be removed for a particular bore position till so directed by the Engineer in charge. **A red lamp and watchman shall be kept at site during night.** The decision of the Engineer in charge regarding classification of strata will be final. The whole work shall be carried out as directed by the Engineer-in-charge.

The drilling shall be done either by CALIX or other suitable boring equipment to accommodate 150 mm (6") internal diameter flash coupled casing pipe. After drilling the bore to the required depth or flash coupled casing pipe 6 " or more internal dia. shall be driven in the hole and hole encased.

The bore hole shall be washed clean of the dirt wall upto bottom of casing pipe. This may be achieved by use of equipment like deep oil pump and used every time for

purpose of cleaning the bore.

The operations of boring, drilling of casing and cleaning of bore hole extracting undisturbed samples conducting penetration resistance test will be done as per directions and order specified by the Engineer in charge and his order in this respect will be final. All the equipment required for cleaning of bore shall be provided by the contractor.

The casing pipe shall be removed after boring sampling and or testing (penetration tests) etc is complete in respect of particular bore hole.

Boring Rig and Operations:

Only experienced operators who know proper handling, and careful collection of cores and samples and correct logging of the operations shall be employed. The contractor shall transport the necessary boring equipment to the site. The equipment shall be set up at predetermined location as directed by the Engineer in charge. Boring shall be from the ground level to the required depth as directed by the Engineer in charge. Any water that is encountered shall be removed by pumping or by any other method. Suitable casing shall be provided where necessary to prevent collapse of side. Core samples and log core and undisturbed samples shall be obtained in long lengths and shall be preserved in seasoned hard wood boxes and disturbed samples in closed glass jars of suitable dimensions, which shall be finally handed over to the Engineer-in-charge. These shall be accompanied by the bore log details showing:

- a) Number and location of bore.
- b) Date started
- c) Date completed
- d) Total depth
- e) Depth at which strata were encountered and description of same including boring time required to penetrate each kind of strata.
- f) Depth at which water was met
- g) Standing level of water

Compensation:

Any damage to the property or injury to persons due to movement or machinery and taking out trial bores shall be made good or compensated by the contractor. Compensation shall be arranged by the contractor at his own cost.

Item include:

- i) Carrying out core drilling and supplying cores and samples in seasoned hard wood box and glass jars with the log at the office as directed by the Engineer in charge.
- ii) Compensation for any damages or injury during execution of the item and rentals etc
- iii) Dewatering if necessary during the operation
- iv) All labour, materials and use of equipment necessary to carry out the item satisfactorily.

Mode of Measurement:

The contract rate shall be per running metre of the trial bore taken (i) in weathered basalt rock (ii) Strata other than weathered basalt rock. The depth shall be measured correct upto 2 decimal places of a meter.

ITEM NO. 4

Taking trial bores 76.2 mm dia (3") for 50.8 mm (21/8") core in strong basalt rock having a minimum unconfined compressive strength 150 kg/sq.cm by diamond drilling machine with 'NX' bit Joy-7 or similar machine (with double tube core barrel system) including preservation of core in standard core boxes., etc complete.

(Note: Cost of bore boxes shall not be included in quoted rate) specification and mode of measurement same as per item no. 3. The work shall be carried out in strong basalt rock having minimum unconfined compressive strength of 150 kg/sq.cm.

ITEM NO. 5 & 6

Obtaining undisturbed soil samples (UDS) and disturbed soil samples (DS) confirming to the specifications including collection and preservation of samples.

ITEM NO. 7

Conducting standard penetration test (SPT) and collecting samples as per specification at every change of strata at every 2m intervals or as directed by the Engineer-in-charge.

ITEM NO. 8 & 9

Collection of ground water samples and soil samples for chemical analysis.

ITEM NO. 10

Providing core boxes of size 1.25 M x 0.55 m x 0.15 m made out of jungle wood for preserving core samples with all fixtures, fastening, handles, and locking arrangement with locks etc. complete.

Materials: The timber for the manufacturing of core boxes shall be made out of jungle wood of good quality timber. The timber shall be uniform in substance, straight in fibre, free from decay and loose head, contour knots, flaws, shells, twists, bends or defects of any kind.

Preparation of boxes The core boxes shall be of size 1.25 x 0.55 x 0.15 m. Necessary partition shall be provided in the boxes, locking arrangement and locks shall be provided for the boxes.

Mode of measurement and payment: The payment for this item shall be made on the basis of number of boxes supplied.

ITEM NO. 11 & 12

Carrying out Mechanical Analysis of soil by sieve and by hydrometer.

ITEM NO. 13, 14 & 15

Carry out laboratory tests on soil for classification and index properties viz., Particle size distribution, atterberg limits, specific gravity, bulk density and moisture content.

ITEM NO. 16

Carry out unconfined compression test on remoulded clay samples.

ITEM NO. 17

Carry out triaxial compression test (unconsolidated undrained) on undisturbed clayey sand to sandy clay soil samples.

ITEM NO. 18

Carry out consolidated test on undisturbed soil samples wherever a clayey stratum of thickness more than 4 mt is found.

ITEM NO. 19, 20 & 21

Carry out Natural Moisture Content (NMC) of soils by over drying method on UDS & block samples. Also direct shear tests and free swell tests.

ITEM NO. 22 & 23

Conducting chemical analysis of soil to determine Chloride and Sulphate content & pH.

ITEM NO. 24,25,26,27 & 28

Determine porosity, unconfined compressive strength, point load index, Modulus of Elasticity & Tensile strength of rock samples.

ITEM NO. 29 & 30

Soil investigation report

- (i) U.T.M. grid and geographical grid shall be marked on the chart as per normal cartographic practice for establishing the location of the Bore holes. Soundings shall be shown in meter and decimetres and shall be reduced to Chart Datum.
- (ii) Analysis and processing all collected data and preparation of report printing, compiling and submission of 3 copies of final report, and preparation of C.D's of data and report drawings on AutoCAD in all respects as per tender specifications and instructions of the Employer.



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

Name of Work: Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa

PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-bid/ pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. _____, (Designation of the Officer), Mormugao Port Trust (hereinafter called the 'EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri. _____, Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'EMPLOYER' has invited bids for the project of “**Geo-technical Soil Investigation for Navigational Channel & Vasco Bay at Mormugao Port Trust, Goa**”) and the BIDDER is submitting his bid for the project and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the 'EMPLOYER' is Mormugao Port Trust.

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

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

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

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

Commitments of the 'EMPLOYER'

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

Commitments of BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

'EMPLOYER'.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ____ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'EMPLOYER' shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EMPLOYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the EMPLOYER to forfeit the

same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.5 No interest shall be payable by the 'EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'EMPLOYER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'EMPLOYER' and the 'EMPLOYER' shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty

bond, if furnished by the BIDDER, in order to recover the payments, already made by the EMPLOYER, alongwith interest.

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

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

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

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

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

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

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

7. **Failure Clause**

7.1 The BIDDER undertakes that it has not performed/is not performing similar

project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'EMPLOYER', if the contract has already been concluded.

8. **Independent Monitors**

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

parties will offer to the Monitor the option to participate in such meetings.

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

EMPLOYER

BIDDER.

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

1. _____

2. _____

Witness

1. _____

2. _____,



MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER No. CE/10/2017

**Name of Work: Geo-technical Soil Investigation for Navigational
Channel & Vasco Bay at Mormugao Port Trust,Goa**

VENDOR REGISTRATION FORM

1. Name of the Organization : _____
2. Address (In Detail) : _____

3. Telephone Number : _____
4. E-Mail Id : _____
5. Permanent Account Number (PAN) : _____
6. Bank Name : _____
7. Bank Branch Address (In Detail) : _____

8. Bank Branch Code : _____
9. Bank Account Number : _____
10. Bank Account Type : _____
11. Magnetic Ink Character Recognizer (MICR) : _____
12. Tax Identification Number (TIN) : _____
13. Service Tax Registration Number : _____

14. Service Tax Registration Code : _____

15. CST Registration Number : _____
16. Employee Provident Fund (EPF)
Registration Number : _____
17. Employee State Insurance Scheme
(ESIS) Registration Number : _____

18. IFSC Code : _____