

**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  
HEADLAND- SADA, GOA, INDIA - 403804.**



**TENDER  
FOR  
APPOINTMENT OF INDEPENDENT ENGINEER (IE)**

**For The Project**

**“Redevelopment of Berths 8, 9 & Barge Berths at  
the Port of Mormugao, Goa.”**

**TENDER No: CE/87/2016**

**November 2016**



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

**FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS**

- A. 1. Name and full address of the Contractor to whom the Tender Documents are issued. :
2. Whether registered with Engineering (Civil) Department, if so, class of registration. :
3. If not registered, reference to the letter of the Chief Engineer authorising issue of the tender Documents. :
4. Date of issue of Tender Documents. :

\_\_\_\_\_  
Assistant Engineer (Accts)

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B. 1. Name of Work: Appointment of Independent Engineer (IE) for the Work "Redevelopment of Berths 8,9 & Barge Berths at the Port of Mormugao, Goa".

1. Cost of each set of Tender Documents and bid processing fee : Rs. 10,000/-
2. Date of Issue of Tender Documents : From :01/11/2016 to 28/11/2016
3. Date of receipt of Tender and time : Upto 29/11/2016 at 15.00 hours
4. Date of opening of tender and time : on 29/11/2016 at 15.30 hours.
5. Form of contract : Lump Sum
6. Whether tender received in duplicate : Yes/No
7. Whether rates have been quoted in the tenders both in words and figures. : Yes/No.
8. Total No. of Tenders received for the work :

\_\_\_\_\_  
Dy. CAO (CWC)

\_\_\_\_\_  
EXECUTIVE ENGINEER (P)

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## **SECTION -1**

# **NOTICE INVITING TENDER**



**NOTICE INVITING TENDER (NIT)**  
**Tender Notice No.: CE/N-90/2016**  
**TENDER NO.: CE/87/2016**

Name of Work: **Appointment of Independent Engineer (IE) for the Work "Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa."**

Mormugao Port Trust (MPT) has planned work of **"Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa", on Design-Build-Finance-Operate-Transfer (DBFOT) basis', through a PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECT.**

For this purpose, MPT intends to select experienced and reputed consultancy firms who shall be appointed as an Independent Engineer (IE) for providing services more particularly described in Terms of Reference (TOR) of the tender document.

MPT therefore invites Bids in **Single Cover System (Financial Proposal)** from the experienced and reputed consultancy firms who are **empanelled by IPA** in accordance with instructions contained in the tender document.

Other details are as follows:

2. Cost of Tender document and Bid processing fee **Rs.10,000/-** (Rupees Ten Thousand Only).
3. Earnest Money Deposit (EMD) **Rs. 5.00 Lakhs** (Rs. Five Lakhs Only).
4. Pre Proposal Meeting on **09-11-2016 at 15.00 hrs.**
5. Date and time of submission of Financial Proposal on **29-11-2016 by 15.00 Hrs.**
6. Place of submission: The Office of Chief Engineer, 2<sup>nd</sup> Floor, C Wing, New A.O. Building, Mormugao Port Trust, Headland Sada, 403 804, Goa.
7. Date and time of opening of Financial Proposal on **29-11-2016 at 15.30Hrs.**

The Administration reserves the right to accept or reject any or all Bids (Proposals) without assigning any reasons whatsoever.

**CHIEF ENGINEER**

## **1.0 INTRODUCTION**

1.1 The Mormugao Port Trust (MPT) is implementing the project of **"Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa," on Design-Build-Finance-Operate-Transfer (DBFOT) basis'**, through a **PUBLIC PRIVATE PARTNERSHIP (PPP) PROJECT**. The estimated cost of the project is about **Rs.1145.36 crores** and capacity will be **19.22 MMTPA**.

The existing berth No 8, 9 and barge berth will be developed to handle multipurpose cargo such as coal, iron ore, bauxite, gypsum, limestone, container and general cargo. The berth length proposed is 1050 m inclusive of barge berth and reclamation of barge berths.

1.2 MPT now invites interested, experienced and reputed consultancy firm(s)/consortia empanelled by IPA to submit their offers containing Financial Bids. Financial offer of the lowest fee quote will be selected for appointment as Independent Engineer (IE) to undertake the duties and perform the functions as set forth in Terms of Reference of this Tender document for the project **"Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa," on Design-Build-Finance-Operate-Transfer (DBFOT) basis"**

**2.0 BACKGROUND INFORMATION OF MORMUGAO PORT TRUST:** Mormugao Port, one of the oldest Indian Ports on the West Coast of India, with a fine natural harbour has been relentlessly serving the nation in its economic development for over a century. The Port was declared as a Major Port on 2-12-1963 under the Major Port Trust Act, 1963. A Board of Trustees was constituted with effect from 1<sup>st</sup> July 1964 for the administration and management of the Port.

2.1 Mormugao Port was the premier iron ore exporting Port of India before mining ban came into force with an annual throughput of 39 million tonnes of all commodities of cargo in the year 2011-12. 40% of India's iron ore was thus exported from this Port and ranked within the first ten leading iron ore exporting Ports of the world. Though iron ore was the predominant cargo, a substantial quantity of coal, liquid bulk and general cargo is also

handled at this Port. The container traffic from the Port has been picking up rapidly and now there is a regular weekly container service from this Port. The Port is also handling coal at 5A & 6A through a private operator, M/s South West Port Ltd. The Port is also handling coal/coke at Berth No.7 through a private operator, M/s Adani Mormugao Port Terminal Pvt. Ltd.

2.2 The Port is well connected with the rest of the country by road through two national highways NH-17 and NH-4A. The Port railway is connected to South Western Railway through which it is also linked to Konkan Railway. Both these railway lines together, facilitate easy access to the Port from any part of the country through the vast network of Indian Railways. The excellent inland waterways provided by two rivers, the Zuari and the Mandovi, serve as the main conduits for transportation of iron ore to the Port from hinterland.

2.3 Mormugao Port has become one among the few Ports in the world and the first Indian Port to receive the prestigious ISO Certification for its Quality Management System (QMS) on a comprehensive basis from Indian Register of Quality System (IRQS) which has been upgraded to ISO 9001-2008 in December, 2010, accredited by RCV Netherlands for providing Sea Port facilities and related support services for sea borne trade.

### **3.0 LOCATION**

Mormugao Port, a protected open type natural harbour, is situated on magnificent and hospitable coastline on the West of India in the latitude 15° 25' north and longitude 73° 48' east at the mouth of the river 'Zuari' in the state of Goa. The Port is approximately 370 kms. South of Mumbai, 300 kms. North of New Mangalore and 575 kms. north of Kochi. The harbour is also protected from the Southwest monsoon as it has been constructed on the leeward side of Mormugao Headland.

## 5.0 GENERAL CONDITIONS

5.1. The site is located in the state of Goa within the boundaries of Mormugao Port Trust.

5.2 The Consultants are required to visit, inspect and examine the site of work in order to acquaint themselves with the site and local conditions and for obtaining information necessary for submitting a proper and complete proposal thereafter, if they desire. All costs and expenses that may be incurred by the Consultants in connection with such site visits shall be borne by them and the MPT accepts no responsibility whatsoever thereof.

5.3 The language in which the contract documents shall be drawn up is English Language.

6.0 The schedule of the bidding process has been prepared and is as follows:

Sr. No.	Event of Description	Date
1	Issue of Tender Document.	From 01.11.2016 upto 28.11.2016
2	Last date for receiving Queries	07.11.2016 upto 15.00 hrs
3	Pre-Proposal meeting	09.11.2016 at 15.00 hrs
4	Employer's response to Queries	15.11.2016
5	Submission of Financial Proposal	29.11.2016 at 15.00Hrs
6	Opening of Financial Proposal	29.11.2016 at 15.30hrs



## **SECTION- 2**

# **INSTRUCTIONS TO CONSULTANT**

## Instructions to Consultant

### Part I

#### 1. Definitions

- (a) "Employer" means the Board of Trustees for Mormugao Port Trust Engineering (Civil) Department, Administrative Office Bldg, Headland Sada, Goa (the Concessioneing Authority) who have invited the bids (proposals) for Consultancy services and M/s. Goa Sea Port Private Ltd.-Tuticorin (Formerly Known M/s. Mormugao Seaport Ltd.) as ( the Concessionaire) with which the selected Consultant (to be appointed as Independent Engineer) signs the Contract for the Services and shall provide services as per the terms and conditions and TOR of the contract.
- (b) "Consultant" means any entity, a single entity or a group of entities ("Consortium") who have been invited to submit their Technical Bids (Technical Proposal) in order to shortlist them for next stage of bidding.
- (c) "Shortlisted Consultant" who have been technically qualified and shortlisted for submission of financial Bid (Proposal) that may provide or provides services to the Employer under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause No. 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (e) "Project specific information" means such part of the Instructions to Consultant used to reflect specific project and assignment conditions.
- (f) "Day" means calendar day
- (g) "Government" means the Government of India
- (h) "Instructions to Consultants" (Section 2 of this Tender) means the document which provides Consultants with all information needed to prepare their proposals.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) "Proposal" means the Financial Proposal.

- (k) "Tender" means the tender document prepared by the Employer for the selection of consultant (to be appointed as Independent Engineer) based on standard tender document.
- (l) "Assignment / job" means the work to be performed by the selected Consultant (to be appointed as Independent Engineer) pursuant to the Contract.
- (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (n) "Terms of Reference" (TOR) means the document included in the tender as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

## 2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the shortlisted Consultant to be appointed as Independent Engineer) from the empanelled list of IPA, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the Financial Proposal has been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Financial Bids. Financial offer of the lowest fee quote will be selected for appointed as Independent Engineer.
- 2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/Job and local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **Pre-proposal meeting** as specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultant should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultant should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultant the inputs and facilities specified in the Part II Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.

- 2.7 Consultant shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**3. Consortium of Consultants**

*-Not Applicable-*

**4. Eligibility of Association of Consultant and Sub-Consultants**

*-Not Applicable-*

**5. Clarification and Amendment of Tender Documents**

- 5.1 Consultant may request a clarification on any clause of the Tender document on or before the date specified in the Part II Data Sheet. Any request for clarification must be sent in writing to the Employer address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means including publication on Port's Website and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants who responded to the Tender. Should the Employer deem it necessary to amend the tender as a result of a clarification, it shall do so following the procedure under para 5.2 below.

- 5.2 At any time before the submission of Bids (Financial Proposal), the Employer may amend the Tender by issuing an addendum in writing or by standard electronic means including publication on Port's Website. The addendum shall be sent to all Consultants who has responded to the Tender and will be binding on them. Consultant shall acknowledge receipt of all amendments. To give Consultant reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**6. Conflict of Interest**

- 6.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

**Conflicting activities:**

*-Not Applicable-*

**Conflicting Assignment/job:**

*-Not Applicable-*

**Conflicting relationships**

*-Not Applicable-*

- 6.2 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 6.3 No agency or current employees of the Employer shall work as Consultant under their own ministries, departments or agencies.

**7 Proposal (Bid)**

- 7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

**8. Proposal (Bid) Validity**

- 8.1 The Bid validity shall be **180 days** from the date of submission of Bid offer. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the Financial Proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultant to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their Financial Proposal remain unchanged as the case may be in their confirmation of extension of validity of the Proposal. Consultant who do not agree have the right to refuse to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

**9. Preparation of Proposals (Bids)**

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the tender. Material deficiencies in

providing the information requested may result in rejection of a Proposal.

- 9.3 While preparing the Financial Proposal, Consultants must give particular attention to the following:
- (a) If a Consultants' considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with such Consultants.
  - (b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the Consultants must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
  - (c) For the professional staff proposed, Curriculum Vitae (CV) may be submitted for each position mentioned.
- 9.4(a) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job may be indicated in (Form TECH-3 of Section-3).
- (b) A description of the approach, methodology and work plan for performing the Assignment/Job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the proposal is provided under Form TECH-4 of Section-3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section-3) which will show in the form of a bar chart the timing proposed for each activity.
  - (c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section-3.
  - (d) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section-3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
  - (fe) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section-3).

The Financial Proposal shall be prepared using the attached Standard Forms (Section-4). It shall list all costs associated with the Assignment/Job, including (a) remuneration for staff (Form Fin-3) and (b) reimbursable expenses (Form Fin-4) (c) miscellaneous expenses (Form Fin-5). If appropriate, these costs should be broken down by

activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## **10. Taxes**

- 10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added tax (VAT), sales tax, work contract tax, income taxes, duties, fees, levies, cess, etc) on amounts payable by the Employer under the Contract. All such taxes must be included by the Consultant in the financial proposal except Service tax. **Service tax is extra as per the rate applicable during the payment of the running account bill.**

## **11. Currency**

- 11.1 Consultants shall express the price of their Assignment/Job in Indian Rupees only. All Payments shall be strictly in Indian Rupees only.

## **12 Earnest Money Deposit (EMD)**

### **12.1 Earnest Money Deposit**

- a) An EMD of **Rs. 5.00 Lakhs** (Rupees Five Lakhs Only) in the form of Demand Draft (DD) drawn in favour of 'Financial Advisor & Chief Accounts Officer, Mormugao Port Trust' (FA & CAO/MPT) and payable at Vasco da Gama, Goa, must be submitted along with the Technical Proposal.
- b) Financial proposal not accompanied by EMD shall be rejected as non-responsive.
- c) No interest shall be payable by the Employer for the sum deposited as Earnest Money Deposit.
- d) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- e) The EMD of the consultant not shortlisted would be returned back within one month of announcement of the Qualified Consultant
- f) The EMD of the shortlisted consultant but not selected would be returned back within one month of signing of the contract with the Selected Consultant.
- g) The EMD of the Selected Consultant would be returned back within one month on furnishing of Performance security in the form of Demand Draft or Bank Guarantee.

### **12.2 The EMD shall be forfeited by the Employer in the following events:**

- a) If Proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c) If the Consultant tries to influence the evaluation process.

- d) If the First ranked Consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Consultants’).
- e) If the selected consultant fails to provide Performance security as required under the contract.

**13. Cost of tender document and Bid Processing Fees**

All consultants are required to pay non refundable amount of **Rs.10,000/-** (Rupees Ten Thousand only) towards the cost of tender Document & the Bid Processing fees in the form of Demand Draft (DD) drawn in favour of ‘Financial Advisor & Chief Accounts Officer, Mormugao Port Trust’ (FA &CAO/MPT), payable at Vasco-da-Gama, Goa along with the Technical Proposal. The Bid Processing fee & Cost of tender document is non-refundable.

**Please note that the Financial Proposal, which does not include (Cost of tender document the bid processing fees), would be rejected as non-responsive.**

**14. Submission, Receipt, and Opening of Financial Proposal**

- 14.1 The original Financial Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Financial Proposal must initial such corrections. Submission letter for Financial Proposal should be in the format of TECH-1 of Section-3.
- 14.2 An Authorized Representative of the Consultants shall initial alongwith companies seal on all pages of the original Financial Proposal. The authorization shall be in the form of a written Power of Attorney accompanying the Proposal as per **Appendix-H** or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposal shall be marked “ORIGINAL”.
- 14.3 The original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment /Job. The envelopes containing the Financial Proposal, EMD and the Bid Processing fees / Cost of tender document shall be placed into an outer envelope and sealed followed by the name of the Assignment /Job and same shall bear the submission date, Name of Tenderer, address, reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
- 14.4 The Financial Proposal in sealed Cover must be sent to the address/addresses indicated in the Data sheet and received by the Employer not later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with Para 5.2 above.



Any proposal received by the Employer after the deadline for submission shall be returned unopened.

14.5 The Employer shall open the Financial Proposal at 15.30 hours IST on the Proposal Due Date, at the place specified in Clause No. 4 of Data Sheet, Part-II and in the presence of the Consultants who choose to attend.

15.1 **Submission of Financial Proposals:**

a) The Financial Proposal shall be submitted in a cover in the form and manner set out in the Section-4 of the tender document.

b) The Consultants are therefore advised to visit the site and familiarize themselves with the project and Assignment/Job for which they are going to provide services as Independent Engineer.

c) The original Financial Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Financial Proposal must initial such corrections. Submission letter for Financial Proposal should be in the format of FIN-1 of Section-4.

(d) An authorized representative of the Consultants shall initial alongwith company's seal on all pages of the original Financial Proposal. The authorization shall be in the form of a written Power of Attorney accompanying the Proposal as per **Appendix-H** or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked as "ORIGINAL".

(e) The original Financial Proposal shall be placed in a sealed envelope clearly marked as "FINANCIAL PROPOSAL" followed by the name of the Assignment /job and the submission address, reference number. The Employer shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

15.2 **Public opening & evaluation of the Financial Proposal:**

(a) The Financial Proposal of only those firms **consented by the Concessionaire** shall be opened publicly, in the presence of the shortlisted Consultants representatives who choose to attend.

(b) The TAC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail

(c) After opening of financial proposal, the shortlisted Consultants quoting the lowest total price (Lumpsum) for the assignment will be declared winner and be eligible for award of the contract. The percentage increase and reduction indicated by the Shortlisted consultant in their Financial Proposal shall not be considered for evaluation purpose. This Selected Consultant will then be invited for negotiations, if considered necessary.

d) Further the breakup of remuneration, reimbursable and miscellaneous expenses to be indicated by shortlisted consultant are only for the purpose of understanding the arrival of total price (Lump sum) for the assignment.

### 15.3 **Financial Proposal Evaluation**

From the time the Financial Proposal are opened to the time the contract is awarded, the shortlisted Consultants should not contact the Employer on any matter related to its Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of contract result in the rejection of the Consultants Proposal.

## 16. **Negotiations**

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected consultant. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Selected Consultant must have written authority to negotiate and conclude a Contract.

16.2 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

16.3 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will reject all the proposals received and invite fresh proposals.

**17. Award of Contract**

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the Selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The Selected Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract, within 15 days of issuance of the letter of intent.
- 17.3 The Selected Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

**18.0 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer antifraud and corruption policy.

**INSTRUCTIONS TO CONSULTANT**

**Part-II**

**DATA SHEET**

Clause No of Data Sheet	Ref of Instruction to Consultant	Particulars
1	2.1	<p>Name of the Employer:</p> <p>1. Mormugao Port Trust Office of the Chief Engineer, Engineering (Civil) Department, 2<sup>nd</sup> Floor, 'C' Wing, Administrative Office Bldg, Headland Sada, Goa- 403804 <b>(on behalf of Concessioneing Authority) &amp;</b></p> <p>2. M/s.Goa Sea Port Pvt Ltd, SIPCOT Industrial Complex, Madurai Bypass, T. V. Puram, P.O. Tuticorin, Thoothukudi, Tamil Nadu – 628002. <b>(on behalf of Concessionaire)</b></p>
2	2.2	<p>Name of the Assignment/job is: <b>Tender for Appointment of Independent Engineer (IE) for the Project “Redevelopment of Berths 8, 9 &amp; Barge Berths at the Port of Mormugao, Goa”.</b></p>
3	2.5	<p>A pre-proposal meeting will be held on: <b>Date:09.11.2016</b> time:<b>15.00Hrs</b> (IST) and Venue: Board Room, 3<sup>rd</sup> Floor, Administrative Office Bldg, Mormugao Port Trust, Headland Sada Goa- 403804</p>
4	14.4	<p>Date, time and address for submission of Financial Proposal <b>Date:29.11.2016</b> <b>Time upto 15.00 Hrs</b> Address: Office of the Chief Engineer, Engineering (Civil) Department, 2<sup>nd</sup> Floor, 'C' Wing, Administrative Office Bldg, Mormugao Port Trust, Headland Sada, Goa- 403804</p>
5	14.5	<p>Date, time &amp; Place of opening of Financial Proposal <b>Date:29.11.2016</b> <b>Time : 15.30 Hrs</b> Address: Office of the Chief Engineer, Engineering (Civil) Department, 2<sup>nd</sup> Floor, 'C' Wing, Administrative Office Bldg, Mormugao Port Trust, Headland Sada, Goa- 403804</p>

MORMUGAO PORT TRUST  
Engineering (Civil) Department

6	2.5	<p>The Employer's representative is:</p> <table border="1"> <thead> <tr> <th><u>Sr.No</u></th> <th><u>Name</u></th> <th><u>Designation</u></th> <th><u>Telephone No.</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Smt.L.A.Mathew</td> <td>Chief Engineer</td> <td>(0832)2594601</td> </tr> <tr> <td>2</td> <td>Shri. J.A.A.Silveira</td> <td>Dy.Chief Engineer.</td> <td>(0832)2594604</td> </tr> <tr> <td>3.</td> <td>Shri.Sudin.Prabhudessai</td> <td>Executive Engineer (P)</td> <td>(0832)2594617</td> </tr> </tbody> </table> <p><b>Dept: Engineering (Civil) Department, 'C' Wing, 2<sup>nd</sup> floor, Administrative Office Bldg., Headland-Sada, Goa. 403 804. Fax no. 091-832-2521165</b></p>	<u>Sr.No</u>	<u>Name</u>	<u>Designation</u>	<u>Telephone No.</u>	1.	Smt.L.A.Mathew	Chief Engineer	(0832)2594601	2	Shri. J.A.A.Silveira	Dy.Chief Engineer.	(0832)2594604	3.	Shri.Sudin.Prabhudessai	Executive Engineer (P)	(0832)2594617
<u>Sr.No</u>	<u>Name</u>	<u>Designation</u>	<u>Telephone No.</u>															
1.	Smt.L.A.Mathew	Chief Engineer	(0832)2594601															
2	Shri. J.A.A.Silveira	Dy.Chief Engineer.	(0832)2594604															
3.	Shri.Sudin.Prabhudessai	Executive Engineer (P)	(0832)2594617															
7	2.6	The Employer will provide the following inputs and facilities as 1.Feasibility Report, 2.Concession Agreement																
8		The Employer envisages the need for continuity for downstream work: Yes ,as detailed in Terms of Reference.(TOR) in Section-5																
9	8.1	Financial Proposal must remain valid for <b>180 days</b> after the submission date.																
10	5.1	Clarifications may be requested not later than <b>07.11.2016 upto 15.00 hrs</b> The address for requesting clarifications is: same as above at Sr. No.5																
11	9.3 (b)	The estimated number of professional staff-months required for the Assignment/job is enclosed at Annex-A																
12	10.4	The formats of the Proposal to be submitted are: Form Tech 1 : Letter of Proposal submission Form Tech 2 : Consultant's organization & experience Form Tech 3 : Comments & suggestions on TOR Form Tech 4 : Approach & methodology Form Tech 5 : Team composition Form Tech 6 : Curriculum vitae Form Tech 7 : Staffing Schedule Form Tech 8 : Work Schedule Form Tech9: Comment / modification suggested on draft contract Form Tech10: Information regarding any conflicting activities and declaration thereof.																
13	12.1	Consultant to state the cost in Indian Rupees Only																
14	14.3	Consultant must submit the original and one copy of the Financial Proposal																
15	15.6(e)	Consultant must submit the original Financial Proposal																
16		The selected consultant to be appointed as Independent Engineer (IE) is expected to commence the services from date of award of concession to the selected BOT Bidder (Concessionaire) to the date of expiry of 6 months from the date of commercial operation. The date for commencement of Assignment/Job by Independent Engineer would depend on fulfillment of Condition Precedent for which a period of 180 days has been specified on the Concession Agreement to be executed with the Concessionaire. Actual date will be communicated to Independent Engineer on Award of Contract.																
17		Location for performance Assignment/Job: Mormugao Port Trust, Headland Sada, Goa																

**ESTIMATED MAN- MONTH INPUT FOR KEY PROFESSIONAL STAFF FOR THE ASSIGNMENT / JOB**

Sr No.	Key Personnel	Construction & Development Period = 36 months
		Man-Month in Construction & Development Period of 36 months at site
<b>A</b>	<b>KEY PERSONNEL</b>	
1.	Senior Port Engineer cum Project Manager (Team Leader)	<b>36</b>
2	Senior Mechanical Engineer	<b>6</b>
3	Senior Electrical Engineer	<b>3</b>
4	Senior Structural Civil Engineer	<b>3</b>
5	Bulk Handling	<b>3</b>
6	Electronic & Information Technology Engineer	<b>2</b>
7	Railway	<b>2</b>
8	Environmental	<b>3</b>
<b>B</b>	<b>NON KEY PERSONNEL ( In- House)</b>	
1.	Financial	<b>0</b>
2.	Legal	<b>0</b>
3.	Geotechnical	<b>2</b>
4.	Fire Fighting	<b>2</b>
	Total estimated man- months	<b>62</b>

The Team Leader shall conduct weekly/ monthly review meetings and co-ordinate the entire work. He shall be available at site throughout the Project duration. During his absence or leave period, he shall be replaced with equally qualified and experience Personnel, with the approval of the Concessing Authority

Note: The Consultant may engage other professional staff as appropriate to the Assignment/Job. Estimated Man-month identified above for the services at site and at office is for indicative purpose and same shall be deputed at site to ensure work as per DPR and abiding provisions of Concession Agreement. The qualification and experience of only key professional would be accounted for evaluation and those of Non Key Professional would not be accounted in the evaluation. However, Consultant shall have to get their CVs approved from Employer before mobilization. The other inputs like support staff shall also be provided by the Consultant of an acceptable type commensurating with the roles and responsibilities of each position. **Proportionate deduction as per the quoted rate will be made in case of any shortfall in deployment of Key Personnel at Project site.**

**SECTION -3**

**TECHNICAL PROPOSAL –**

**STANDARD FORMS**

## 1. LETTER OF PROPOSAL SUBMISSION

Date:

To:  
The Chief Engineer,  
Mormugao Port Trust  
Engineering (Civil) Department,  
2<sup>nd</sup> Floor, 'C' Wing,  
Administrative Office Bldg,  
Headland Sada, Goa-403804

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/Job for the Appointment of Independent Engineer (IE) for the project "Redevelopment of Berths 8,9 & Barge Berths at the Port of Mormugao,Goa", in accordance with your tender dated \_\_\_\_\_ and our Proposal.

We are hereby submitting our Proposal, which includes this bid, and requisite EMD and bid processing fees & cost of tender document.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause No. 9 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



## **2. CONSULTANTS ORGANIZATION AND EXPERIENCE**

### **A - Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity for this Assignment/Job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

### **B - Consultant's Experience**

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of Consultant, the Consultant must furnish the following information for each of the consortium member separately]

#### 1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/Job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Payment received by the firm (in Rupees)	
1.11	Start date (month/year):	
1.12	Completion date (month/year):	
1.13	Name of associated Consultants, if any:	
1.14	No of professional staff-months provided by associated Consultants:	
1.15	Name of senior professional staff of your firm involved and functions performed.	
1.16	Description of actual Assignment/Job provided by your staff the Assignment/Job:	

Note : Please provide documentary evidence from the client i.e. copy of work order or contract agreement for each of above mentioned assignment and completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**FORM TECH-3**

**3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE**

**A - On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

**FORM TECH-4**

**4. DESCRIPTION OF APPROACH, METHODOLOGY AND  
WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/Job, approach to the Assignment/Job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/Job, their content and duration, phasing and interrelations, milestones including interim approvals by the Employer and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of his team. You should list the main disciplines of the Assignment/Job, the key expert responsible, and proposed technical and support staff.]

**5. TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

**Relevant Experience of the Key Personnel**

**Name of Key Personnel:**

**Designation:**

Sr no.	Name of the Project	Estimated Capital Cost of project in Rs . Crores	Name of the firm for which the key personnel worked	Designation of the key personnel on the project	Date of completion of the project assignment	Man-days spent
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

**@ Use separate sheet for each personnel.**

**6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position:

[For each position of key professional separate form Tech-6 should be furnished]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

MORMUGAO PORT TRUST  
Engineering (Civil) Department

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:  
Place:

[Signature of staff member or authorized  
representative of the staff]

[Full name of authorized representative]:

Date:  
Place:

**FORM TECH-7**

**7. STAFFING SCHEDULE**

Sr. No.	Name of Staff	Staff input (in the form of a bar chart )																								Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1																										
2																										
3																										
4																										
5																										
6																										
7																										
8																										
9																										
10																										
11																										
12																										

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and fieldwork.

**FORM TECH-8**

**8.WORK SCHEDULE**

Sr. No.	Name of Activity	ACTIVITY MONTHS																								TOTAL MONTHS	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
1																											
2																											
3																											
4																											
5																											
6																											
7																											
8																											
9																											
10																											
11																											
12																											

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.



**FORM TECH-9**

**9. COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT**

[Here the Consultant shall mention any suggestion / views on the draft contract attached with the tender document. The Consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any / all modifications sought and may reject any such request of modification.]

**FORM TECH-10**

**10. INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

Are there any activities carried out by your firm or Group Company or any member of the consortium which are of conflicting nature as mentioned in Clause No.6 of Instructions to Consultant. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under Clause No.6 of Instructions to Consultant. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature

[In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**FORM TECH-11**

**11. Financial Capacity of the Firm\*.**

(To be submitted for information purpose only)

<b>Sr no.</b>	<b>Financial Year</b>	<b>Annual Turnover in Rs. Crores</b>
1	2013-14	
2	2014-15	
3	2015-16	

a) Audited balance sheet of last three years shall be submitted as evidence of annual turnover including Statutory Auditors certificate.

b) \*Use separate sheet in case more than one entity in form association/JV/

Consortium

**SECTION-4**

**FINANCIAL PROPOSAL –**

**STANDARD FORMS**

**1. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:  
The Chief Engineer,  
Mormugao Port Trust,  
Engineering (Civil) Department,  
2<sup>nd</sup> Floor, 'C' Wing,  
Administrative Office Bldg,  
Headland – Sada, Goa - 403804

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for the Appointment of Independent Engineer (IE) for the project “Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa,” in accordance with your tender dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause no 9 of the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission	Gratuity
----------------------------	----------------------------------	----------

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**2. SUMMARY OF COSTS BREAK UP IN TERMS TOTAL PRICE (LUMPSUM)**

S.No.	Particulars	Amount in Figures ( in Rupees)	Amount in words ( in Rupees)
1	Remuneration		
2	Reimbursable		
3	Miscellaneous expenses		
4	Service Tax / Any other tax		
5	Total price(Lump sum)		

S.N	Particulars	Percentage in Figures	Percentage in words
1.	<b>Percentage Increase on above total price (lump sum) in the event the service contract period of Independent Engineer extends beyond the initial contract period of 36 months</b>	(+) 5% per annum or part thereof	(+) Five percent per annum or part thereof
2.	<b>Percentage Reduction on above total price (lump sum) in the event the service contract period of Independent Engineer reduces from the initial contract period of 36 months</b>	(-) 5% per annum or part thereof	(-) Five percent per annum or part thereof

NOTE: 1) The percentage increase would be admissible only on the stage payments, the services for which are provided beyond the initial contract period of 36 months.

2) The Percentage reduction would be admissible on the total price (Lumpsum).

Authorized Signature

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

**3. BREAKDOWN OF REMUNERATION**

(For details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A)	Proposed Man Months (B)	Total Amount in Rupees. *(A)*(B)
1	Key professionals *1				
2	Support Staff *2				
	Total				

\*1 Key Professionals are to be indicated by name .

\*2 Support Staff is to be indicated per category (e. g: Draftsman, Assistant etc.)

3. CVs of Key personnel shall be submitted along with the bid.

**Total Remuneration = \_\_\_\_\_ Amount in Rupees in Figures**

(Amount in Words):

**Note:**

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in Form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

**FORM FIN-4**

**4. BREAKDOWN OF REIMBURSABLE EXPENSES**

(Note: Reimbursable expenses will be quoted only for work related travel outside the place of work decided by the Employer in the data sheet. It can also include travel from the Headquarter of the Consultant to the place of work).

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_

Sr.	Description	Unit	Quantity	Unit Price	Total Amount in Figures In Rupees	Total Amount in Words In Rupees
1	Travel expense flights/Train/Bus _____	Trip				
2	Miscellaneous travel expenses	Trip				
3	Subsistence allowance	Day				
4	Local transportation costs					
5	Office rent/accommodation/ clerical assistance					

**Total Reimbursable: = \_\_\_\_\_ Total amount in Rupees in Figures.**  
Amount in words :(------)



**5. Miscellaneous Expenses**

(It will include only such expenses which are directly chargeable to the assignment/job)

S.No	Particulars	Unit Rate	Quantity (staff months) / number	Amount in Figures (in Rupees)	Amount in words (in Rupees)
1	Secretarial staff				
2	Office equipment				
3	Preparation of reports / Deliverables.				
	Total				

## **SECTION-5**

# **TERMS OF REFERENCE**

**TERMS OF REFERENCE**

**PART-I**

**1. PROJECT PROFILE**

The broad features of the project are as follows;

- a. The estimated terminal capacity is 19.22 million tons per annum of cargo. However this may vary depending on the cargo profile.
- b. The estimated cost of the project is around Rs 1145.36 crores.
- c. The Concession period will be 30 years.
- d. Construction of 3 berths which can include a coal berth, an iron ore berth and a General cargo berth. The Concessionaire is given the flexibility to handle any cargo for which the tariffs have been notified and design the facility accordingly. He will also have the flexibility to modify any berth at a later stage to handle different cargo depending on the demand. In case he wishes to operate one berth as a dedicated iron ore berth, he has the option to make use of the existing barge unloading berth and plan for unloading facilities from barge berth to storage area. The Total length of the berths in case of including a dedicated iron ore berth with the provision for barge berth can be less than 950m and without barge berth it will be 1050m. The entire civil works including berth construction and capital dredging full mechanization of one berth and shall be completed within 36 months from the date of award (1<sup>st</sup> Phase). Out of the balance 2 berths, one shall be fully mechanized and the second berth can be operated with Mobile Harbour Crane or fully mechanized at the discretion of the Concessionaire. Mechanization of the 2<sup>nd</sup> and 3<sup>rd</sup> berth and all other balance works shall be completed within 60 months from the date of award (2<sup>nd</sup> Phase).
- e. The reclamation of waterfront area (approx 64,000 sq m max).
- f. Designing and setting up of material handling plant, machinery and equipments of required capacity. It is proposed to tender/ auction the existing iron ore handling equipments like stackers, reclaimers, conveyor systems, etc. simultaneously for which valuation is being done. It is proposed to combine the existing berths 8, 9 and barge berths and back up area of about 65 acres so that a variety of cargo such as coal, limestone, bauxite, gypsum, containers and other general cargo can be handled. Provision has also been made for iron ore handling if there is

demand from the trade.

- g. Laying of necessary railway tracks by the Licensee to the terminal. At present about 9 rakes per day takes the cargo mainly thermal coal from the existing railway line which has to be doubled for taking care of the future railway traffic evacuation. Augmenting the existing rail traffic for evacuation by better operational practices like developing loops at intervals and enhancing the engine capacity etc. is also taken up simultaneously which may add rakes movements from 9 rakes to about 14 rakes per day thereby effective evacuation of cargo in the tune of 19.22 MMPTA.
- h. Designing the project to the highest environmental standards, using latest dust suppression technologies and the stacking area will have to be covered to the extent possible as certain thermal coal needs to be kept open on the land sides using appropriate cost effective technologies. In case of the coal handing a covered storage shed will have to be constructed. Suitable wagon loading system etc, consistent with the railway layout and site conditions to be provided.
- i. To carry out capital dredging alongside the new berth and access to the berth from the channel by the PPP operators. Maintenance dredging in the subsequent years will be the responsibility of the port.
- j. Designing the project to the highest environmental standards, using latest dust suppression technologies and the stacking area will have to be covered to the extent possible as certain thermal coal needs to be kept open on the land sides using appropriate cost effective technologies. In case of the coal handing a covered storage shed will have to be constructed.
- k. Operating and maintaining the terminal in accordance with the terms and conditions to be specified in the concession agreement.
- l. The area is subjected to 3 months of heavy monsoon and all the equipments and design should specifically take this aspect into consideration.
- m. The facility should have Electronic Data Transfer Facility and should have interface with port ERP system wherever required.

- n. The personnel and other related facilities should be capable of handling cargo in accordance with the performance standards set out.
- o. Construction of internal road to the project area connecting to the main four lane road shall form part of the project.

MPT now undertake to select the consultancy firm of repute and proven track record in planning, designing, implementing and supervising bulk /container terminals in accordance with the criteria specified in this document to be appointed as Independent Engineer (IE) for the project.

## 2. PURPOSE / OBJECTIVE OF THE ASSIGNMENT.

In accordance with the provisions of the Concession Agreement to be executed between Mormugao Port Trust ( Concessions Authority ) and the selected BOT Operator ( Concessionaire ), inspection of construction till issue of completion certificate, and monitoring of operation and maintenance for specified period is proposed to be undertaken through an Independent Engineer (a qualified firm) that will be selected by the Mormugao Port Trust (Concessions Authority) through a transparent process which has been broadly described in ARTICLE 5 of the Concession Agreement, the relevant extract of the same is enclosed as ANNEX- 1.

This is in view that a credible and fair arrangement for supervision is essential and its independence would provide added comfort to all stakeholders, besides improving the efficiency of project operations.

Independent Engineer (IE) thus selected would be required to independently perform the duties and the activities associated with review of design and drawings for the project, monitoring the construction works, conducting tests and certifying completion of the project including monitoring of operation and maintenance of the project for the specified period on behalf of Mormugao Port Trust (Concessions Authority) and the selected BOT Operator (Concessionaire) so as to ensure compliance of the requirement of the provisions of the Concession Agreement.

## 3. Detailed Scope of work/ assignment :

3.1 MPT wishes to invite proposals from experienced and reputed consultancy firms for appointment as Independent Engineer (IE) for the Project. “

### 3.2 Role and functions of the Independent Engineer (IE).

The IE is expected to play a positive and independent role in discharging  
Tender No.: CE/87/2016 - Tender for Appointment of Independent Engineer for the work of,“ Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa.” 45

its functions, thereby facilitating the smooth implementation of the Project.

The role and functions of the IE shall include the following:

- (i) approval of Detail Project Report (DPR);
- (ii) review of the Designs and Drawing
- (iii) review, inspection and monitoring of Construction Works;
- (iv) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate;
- (v) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (vi) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (vii) assisting the Parties in resolution of disputes as regards the Designs & Drawings; and
- (viii) undertaking all other duties and functions as envisaged under the Concession Agreement to be executed between the Concessions Authority (Mormugao Port Trust) and the Concessionaire (the selected BOT Operator) which has been broadly described in ARTICLE 6 of the Concession Agreement, the relevant extract of the same is enclosed as ANNEX- 2.

### **3.3. Approval of Detail Project Report (DPR)**

The Independent Engineer shall undertake the examination of DPR to be furnished by the Concessionaire and send its suggestion/comments to the Concessionaire and Concessions Authority within 21 (twenty one) days of receipt of the DPR.

3.4. The IE shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice

### **3.5 WORK METHODOLOGY (Review of Designs and Drawings):**

- (i) The Independent Engineer shall undertake a detailed review of the Designs & Drawings to be furnished by the Concessionaire along

with supporting data, including, if relevant the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments in accordance with the Agreement. In particular, such comments shall specify the conformity or otherwise of such Designs & Drawings with the Project Requirements, Construction Standards and Safety Standards.

- (ii) The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments. The Independent Engineer shall take into account comments and suggestions of the Concessions Authority, if any while furnishing the comments.
- (iii) The Independent Engineer shall review the monthly progress reports as regards the Construction Works.
- (iv) The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Construction Standards and Safety Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Construction Works.
- (v) The Independent Engineer may inspect the Construction Works more than once in a month if any lapses, defects or deficiencies require such inspections.
- (vi) For determining that the Construction Works conform to Construction Standards, the Independent Engineer shall require

the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

- (vii) The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- (viii) In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Construction Standards.
- (ix) In the event that the Concessionaire fails to adhere to the Project Schedule and complete the Construction Works on the specified Milestone Dates, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) Days the steps proposed to be taken to expedite progress, and the period within which the Project shall be completed. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Concessioneing Authority and the Concessionaire forthwith.
- (x) If at any time during the Construction Period, the Independent Engineer determines that it is not safe to carry on Construction Works for any reason whatsoever including if the Concessionaire has not made adequate arrangements for the safety of workers or



other third parties or that any work is being carried out in a manner that threatens such safety, it shall make a recommendation to the Concessioneing Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

- (xi) Upon remedial measures being taken by the Concessionaire for securing the safety of suspended works, the Independent Engineer shall inspect the safety measures for adequacy and recommend whether or not such suspension may be revoked by the Concessioneing Authority.
- (xii) If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of time for completion, to which the Concessionaire is reasonably entitled, and shall notify the Concessioneing Authority and the Concessionaire of the same.
- (xiii) The Independent Engineer shall undertake a detailed review of the Designs & Drawings to be furnished by the Concessionaire along with supporting data, for procurement of coal handling equipment including, framing the Quality Assurance Plan with the manufacturer and plan the inspection stages and carry out the inspection along with third party. After the approval of detail design by Independent Engineer the equipment manufacturer will start construction. The Independent Engineer should be present for all the performance test at various stages. Special attention to be provided to the stability tests of machines before commissioning, after the commissioning individual machines and the full system will be subjected to capacity and load tests. Further, the steps outlined above in sub clauses ii to xii will be followed in the case of machinery also.
- (xiv) The Independent Engineer shall undertake a detailed review of the Information technology provided and its interfacing with port ERP system.
- (xv) The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified as given below and issue a

Completion Certificate or Provisional Certificate as Appended, as the case may be, in accordance with the provisions of the Concession Agreement.

### 3.6 TESTS

- 1) Test for chemical analysis of material
- 2) Test for physical properties of material
- 3) A performance test on individual machines like motors, gear boxes, cables, belts, etc.
- 4) Interfacing of Concessionaire Information system with Port ERP
- 5) Test of stability for unloaders, stackers, reclaimers, wagon loader
- 6) Low strain integrity test and high strain dynamic test for piles.
- 7) Cube strength
- 8) Sieve analysis
- 9) Relevant test on construction materials like cement, steel, metal and sand
- 10) Take over test for individual machines and system
- 11) Long term test for taking over the individual machines and system after 175 days of commissioning.
- 12) All Electrical installation and equipment shall be suitable tested and certified as per IS standards.

**Notwithstanding the terms mentioned above, the Independent Engineer for the study are expected to include in their work, information and studies as they deemed necessary to achieve this purpose.**

## APPENDIX

### CERTIFICATES

#### COMPLETION CERTIFICATE

1. I, [●] (Name of the Consultant), acting as Independent Engineer, under and in accordance with the Agreement dated [●], for, “Redevelopment of berths 8,9 & Barge Berths at the Port of Mormugao”, through [(Name of Concessionaire)], hereby certify that the Tests specified in Article [●] and Schedule-[●] of the Agreement have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service of the users thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the [●] day of [●] 20[●].

SIGNED, SEALED AND DELIVERED For and on behalf of  
the INDEPENDENT ENGINEER by:

(Signature)

(Name)

(Designation)

(Address)

**PROVISIONAL CERTIFICATE**

1. I, [[●] (Name of the Independent Engineer)], acting as Independent Engineer, under and in accordance with the Agreement dated [●], for the Project on Design, Build, Finance, Operate and Transfer (DBFOT) basis through [● (Name of Concessionaire)], hereby certify that the Tests specified in Article [●] and Schedule-[●] of the Agreement have been undertaken to determine compliance of the Project with the provisions of the Agreement.
2. Construction Works that were found to be incomplete and/or deficient have been specified in the Punch List appended to the Provisional Certificate, and the Concessionaire has agreed and accepted that it shall complete and/or rectify all such works in the time and manner set forth in the Agreement. [Some of the incomplete works have been delayed as a result of reasons attributable to the Concessions Authority or due to Force Majeure and the Provisional Certificate cannot be withheld on this account. Though the remaining incomplete works have been delayed as a result of reasons attributable to the Concessionaire,] I am satisfied that having regard to the nature and extent of such incomplete works, it would not be prudent to withhold commercial operation of the Project, pending completion thereof.
3. In view of the foregoing, I am satisfied that the Project can be safely and reliably placed in commercial service of the users thereof, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into commercial operation on this the [●] day of [●] 20[●].

ACCEPTED, SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE by: (Signature)  (Name and Designation)  (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of INDEPENDENT ENGINEER by: (Signature)  (Name and Designation)  (Address)
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**EXTRACTS OF DRAFT CONCESSION AGREEMENT RELEVANT TO  
INDEPENDENT ENGINEER**

**ARTICLE 5**

**INDEPENDENT ENGINEER**

**1.1. Independent Engineer**

- a) The Independent Engineer shall be selected through a tender process. The Concessions Authority shall in the procurement documents published by it, set out in reasonable detail the scope of work as indicated in **Appendix 7** and shortlist bidders based on the empanelled IPA list. The Concessions Authority shall within 30 (thirty) Days of the date of this Agreement forward to the Concessionaire a list consisting of the names accompanied by their respective profile in brief of bidders so shortlisted. If within 15 (fifteen) Days of forwarding the list, the Concessions Authority does not receive any objection from the Concessionaire with reasons therefor, the Concessions Authority shall call for a financial bid from the shortlisted bidders and select the Independent Engineer ordinarily based on the lowest fee quote. Any objection raised by the Concessionaire shall be considered by the Concessions Authority and bidders against whom such objections are raised will at the discretion of the Concessions Authority, which discretion shall be used with the highest degree of prudence and fairness, be disqualified prior to seeking a financial bid.
- b) The Independent Engineer selected pursuant to the aforesaid process shall be appointed for a period commencing from the Date of Award of Concession to [the date of expiry of 6 (six) months from the Date of Commercial Operation]. The scope of work of the Independent Engineer shall be substantially as set out in **Appendix 7**.
- c) The costs and expenses of the Independent Engineer shall be borne by the Concessions Authority and Concessionaire, equally.
- d) If the Concessions Authority either on its own or on a report of the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties in a fair, appropriate and diligent manner, the Concessions Authority may after giving the Independent Engineer due opportunity of being heard, terminate the appointment of the Independent Engineer and appoint another firm in its place in accordance with the preceding clause (a) above.

If either Party disputes any advice, instruction or decision of the Independent Engineer, the dispute shall be resolved in accordance with the dispute resolution procedure set out in Article 19.

**ARTICLE-6**

**PROJECT IMPLEMENTATION**

**2.1. Preparation of Designs and Drawings**

The Concessionaire shall at its cost, charges and expenses, prepare the Designs and Drawings in conformity with the Project Requirements.

**2.2. Review of the Designs and Drawings**

- a) The Concessionaire shall submit the Designs and Drawings as set out in Appendix 6 for the review of the Independent Engineer. Simultaneously, the Concessionaire shall also provide the Concessioning Authority with a set of the Designs and Drawings.
- b) The Independent Engineer shall review the Designs and Drawings submitted by the Concessionaire and provide its comments/observations and suggestions on the same (including taking into account the comments/observations of the Concessioning Authority in respect thereof as it may in its sole discretion deem fit) within 21 (twenty one) Days from the date of the receipt of such Designs and Drawings.
- c) In the event that the Independent Engineer has observed that the Designs and Drawings are not in conformity with the Project Requirements, the Concessionaire shall promptly and without any undue delay revise and resubmit the Designs and Drawings or satisfy the Independent Engineer with regards its compliance.
- d) If the Independent Engineer does not make any observation/comments with respect to the Designs and Drawings submitted to it by the Concessionaire within 21 (twenty one) Days of the submission, it shall be deemed that the Independent Engineer has no suggestions to make with respect to the Designs and Drawings and the Concessionaire shall be entitled to proceed with the Project accordingly.
- e) The Concessionaire shall not be entitled to any extension of time for completing construction or any other relief on account of delay caused due to providing any clarification or in resubmitting the Designs and Drawings. Provided however the Concessioning Authority at its sole discretion may suitably extend the Construction Phase or provide other relief to compensate for any such delay not attributable to the Concessionaire.
- f) The Concessionaire shall not change any Designs and Drawings reviewed by the Independent Engineer under this Agreement, without submitting such revised Designs and Drawings for the review of the Independent Engineer.

- g) Notwithstanding the review by the Independent Engineer, the Concessionaire shall be solely responsible for any defect and/or deficiency in the Designs and Drawings relating to the Project or any part thereof and accordingly the Concessionaire shall at all times remain responsible for its obligations under this Agreement.
- h) Any review of the Designs and Drawings conducted by the Concessions Authority is solely for the Concessions Authority's own information and that by conducting such review; the Concessions Authority does not accept any responsibility for the same.
- i) The Concessionaire shall in no way represent to any Person that, as a result of any review by the Independent Engineer, the Concessions Authority has accepted responsibility for the engineering or soundness of any work relating to the Project/ the Project Facilities and Services or part thereof carried out by the Concessionaire and the Concessionaire shall, in accordance with the provisions of this Agreement, be solely responsible for the technical feasibility, operational capability and reliability of the Project/ the Project Facilities and Services or any part thereof.

### **2.3. Construction Phase**

The Concessionaire shall promptly commence and complete the works, including installation of equipment in accordance with the Project Schedule and shall also obtain from the Independent Engineer a certificate as to completion of construction of Project Facilities and Services in accordance with the provisions of this Agreement ("**Completion Certificate**") not later than 36 (Thirty Six) months from the date of commencement of the Concession Period.

### **2.4. Obligations of the Concessionaire**

Without prejudice to the generality of Article 6.3 and in addition to any of its other obligations under this Agreement, during the Construction Phase, the Concessionaire shall:

- a) arrange for, in a timely manner all necessary financial and other resources required for construction and installation of the Project Facilities and Services;
- b) engage professionally competent Persons for project management and construction and ensure that all works are carried out in compliance with the Construction Standards;
- c) give written notice to the Concessions Authority within 7 (seven) Days of any material modification or change to any of the Financing Documents and/or any Equity Documents and shall simultaneously

therewith also furnish copies of such modified/ amended documents to the Concessioneing Authority. Provided no such modification/amendment will be made if it in any manner whatsoever has the effect of imposing an additional financial obligation or increasing the financial obligation of the Concessioneing Authority in addition to that contemplated under the Financing Documents provided on Financial Close, without the prior written consent of the Concessioneing Authority. For avoidance of doubt any such modifications/amendments made without the prior written consent of the Concessioneing Authority will not be enforceable against the Concessioneing Authority;

- d) obtain Applicable Permits, comply with Applicable Laws and Applicable Permits and give priority to safety in its construction and planning activities in order to protect life, health, property and environment;
- e) provide to the representative(s) of the Concessioneing Authority, at reasonable times and upon prior intimation, access to the Project Site to review progress in construction and to ascertain compliance with any of the requirements of this Agreement. Provided that non-inspection by the Concessioneing Authority of any works shall not, in relation to such works, (i) amount to any consent or approval by the Concessioneing Authority nor shall the same be deemed to be waiver of any of the rights of the Concessioneing Authority under this Agreement; and (ii) release or discharge the Concessioneaire from its obligations or liabilities under this Agreement in respect of such work;
- f) provide monthly reports on the progress of Construction Works or such other relevant information as may be required by the Independent Engineer;
- g) promptly carry out at its cost such further works as may be necessary to remove any defects or deficiencies observed by the Independent Engineer and ensure timely completion of construction of the Project / the Project Facilities and Services in all respects in accordance with the provisions of this Agreement; and
- h) to ensure safe and timely construction and completion of the Project/Project Facilities and Services, the Concessioneaire may, at its cost, interrupt and divert/create barriers on the flow of water or on the road or port traffic, adjacent to the Project Site if such interruption and diversion is imperative for the efficient progress of Construction Works and conforms to Good Industry Practice; provided that such interruption and diversion shall be undertaken by the Concessioneaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Concessioneaire shall at all times be responsible for ensuring safe operation of Construction Works and shall remove the interruption or diversion within the period specified by the Independent Engineer.



## **2.5. Obligations of the Concessing Authority**

In addition to any of its other obligations under this Agreement, during the Construction Phase, the Concessing Authority shall:

- a) in matters falling within its authority, grant, the Applicable Permits, approvals and consents as may be required by the Concessionaire and on a best efforts basis assist the Concessionaire in obtaining all other Applicable Permits as may be required by the Concessionaire;
- b) make available all records of sub-soil investigations carried out on its behalf in the Port's Assets, if requested by the Concessionaire. It is clarified that the Concessionaire shall be solely responsible for determining the adequacy or otherwise of such investigations and will not in reliance of such records, be entitled to claim any relief under this Agreement;
- c) upon satisfaction as to completion and receipt of Completion Certificate issued by the Independent Engineer promptly obtain approval of the Collector of Customs, publish requisite notifications in the Official Gazette and declare the Project Facilities and Services as ready for operation in accordance with the provisions of Section 37 of the MPT Act;
- d) upon written request from the Concessionaire, assist the Concessionaire, on a best effort basis, in obtaining immigration clearances, employment permits and residential premises for any foreign personnel engaged or employed by the Concessionaire in connection with the implementation of the Project; and
- e) subject to the Concessionaire / Contractor complying with the requirements under the Applicable Laws including but not limited to payment of customs and any other duty, assist the Concessionaire or Contractor, on a best effort basis, to import into India all items of equipment and materials required for the Project.

## **2.6. Suspension of Works**

- a) Upon recommendation of the Independent Engineer to this effect, the Concessing Authority may by notice require the Concessionaire to suspend forthwith the whole or any part of the Construction Works if, in the reasonable opinion of the Concessing Authority, such work is not in accordance with the Construction Standards / Safety Standards.
- b) The Concessionaire shall, pursuant to the notice under the foregoing provision suspend the Construction Works or any part thereof for such time and in such manner as may be specified by the Concessing Authority and thereupon represent to the Concessing Authority / Independent Engineer, the remedial measures to remedy the defects

notified. The Concessionaire may by notice require the Independent Engineer to inspect such remedial measures forthwith and make a report to the Concessioneing Authority recommending whether or not the suspension hereunder may be revoked. Any dispute as regards the suspension of works or the remedial measures proposed, if cannot resolved within 30 (thirty) Days of the suspension or proposal of the remedial measures, shall be submitted for dispute resolution in accordance with Article 19 hereof.

## 2.7. Issue of Completion Certificate

- a) At least 60 (sixty) Days prior to the likely completion of the Project, the Concessionaire shall notify the Independent Engineer of the date when it intends to commence commercial operations. The Independent Engineer shall then proceed to inspect the Construction Works with the intention of issuing the Completion Certificate and determine and notify to the Concessionaire the schedule and manner of the tests as are specified in **Appendix 7** that it shall carry out to ensure that the Project meets with the Construction Standards (“the Tests”). The date and time of each of the Tests shall be determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Concessioneing Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Engineer failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates by not less than 10 (ten) Days notice to the Independent Engineer;
- b) Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Concessioneing Authority copies of all Test data including detailed Test results;
- c) Upon completion of Construction Works and the Independent Engineer determining all the Tests to be successful, it shall forthwith issue to the Concessionaire and the Concessioneing Authority a Completion Certificate substantially in the form set forth in **Appendix 10**;
- d) The Independent Engineer may, at the request of the Concessionaire, issue a provisional certificate of completion substantially in the form set forth in Appendix 10 (the “Provisional Certificate”) if the Tests are successful and the Project can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. The Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Engineer and the Concessionaire (the “Punch List”) to be completed by the Concessionaire within a stipulated time. Provided, notwithstanding the foregoing, no such Provisional Certificate will be issued pending notifications in the Official Gazette by the Collector of Customs, in accordance with the provisions

of Section 37 of the MPT Act for the Project Facilities and Services. All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) Days of the date of issue of the Provisional Certificate or such other extended period that the Concessions Authority may in its sole discretion determine, failing which the Provisional Certificate shall lose its validity and the Concessions Authority shall be entitled to terminate this Agreement;

- e) Without prejudice to the foregoing, if the Concessionaire shall have failed to complete any Construction Works on account of Force Majeure or for reasons solely attributable to the Concessions Authority, the Concessions Authority may, in its discretion, reduce the scope of Project and require the Concessionaire to pay 80% (eighty percent) of the sum saved due to such reduction of scope. Upon such payment to the Concessions Authority, the obligations of the Concessionaire in respect of such works shall be deemed to have been fulfilled.

## **2.8. Change of Scope**

- a) The Concessions Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the scope of the Project as contemplated by this Agreement ("Change of Scope"). Provided no such Change of Scope shall be made in the Construction Phase if it is in the reasonable judgment of the parties hereto likely to delay the completion of the Project such that the Project cannot be completed on the Scheduled Project Completion Date. Provided further, the cost of implementing a single Change of Scope shall not exceed a sum corresponding to [5% (five percent)] of the Estimated Project Cost and during the Concession Period the cumulative cost of implementing orders pertaining to Change of Scope shall not exceed a sum corresponding to [20% (twenty percent)] of the Estimated Project Cost ;
- b) If the Concessions Authority determines that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice");
- c) Upon receipt of a Change of Scope Notice, the Concessionaire shall, provide to the Concessions Authority, the following:
  - i) the adverse impact, if any, which the Change of Scope is likely to have on the Project; and
  - ii) the cost to be incurred by the Concessionaire for and in respect of such Change of Scope;
- d) Upon receipt of the foregoing information, the Concessions Authority shall, if it decides to proceed with the Change of Scope, convey its

agreement or otherwise of the assessment of the Concessionaire. If the Concessionaire does not notify any adverse impact of a Change of Scope notified under the Change of Scope Notice within 30 (thirty) Days of the date thereof and/or the Concessioneing Authority does not disagree with the cost assessment of the Concessionaire, the Concessioneing Authority shall issue an order requiring the Concessionaire to proceed with the implementation of such Change of Scope. If an adverse impact is notified by the Concessionaire and/or the Concessioneing Authority disagrees with the cost assessment, the Parties shall in good faith modify the Change of Scope envisaged so as to remove the adverse impact/agree to the cost implication for carrying out the Change of Scope within a period of 30 (thirty) Days of notification of the adverse impact/cost. In the event that the Parties are unable to mutually agree to a Change of Scope and/or the cost of implementing the same, they may seek intervention of an Expert to resolve the differences and upon the final determination of the desired Change of Scope and its cost implication, the Concessioneing Authority may issue an order to implement the Change of Scope;

- e) The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply mutatis mutandis to the works undertaken by the Concessionaire in respect of a Change of Scope;
- f) Within 7 (seven) Days of an order for Change of Scope being issued, the Concessioneing Authority shall make an advance payment to the Concessionaire of a sum equal to 20% (twenty per cent) of the cost of Change of Scope as agreed hereunder. The Concessionaire shall, after commencement of work, present to the Concessioneing Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such documentation as is reasonably sufficient for the Concessioneing Authority to determine the accuracy thereof. Within 30 (thirty) Days of receipt of such bills, the Concessioneing Authority shall disburse to the Concessionaire such amounts as are certified by the Statutory Auditors as being expended by the Concessionaire for and in respect of implementing Construction Works or procuring equipments following an order for a Change of Scope;
- g) Notwithstanding anything to the contrary contained in this Article 6.8, the Concessioneing Authority may, after giving the Change of Scope Notice to the Concessionaire and considering its reply thereto, decide to seek competitive bids for carrying out the works envisaged in a Change of Scope; provided that the Concessionaire shall have the option of matching the first ranked bid in terms of the selection criteria, subject to payment of 2% (two per cent) of the bid amount to the Concessioneing Authority, and thereupon securing the award of such works or services. For the avoidance of doubt, it is agreed that the Concessionaire shall be entitled to exercise such option only if it has participated in the bidding process and its bid does not exceed the first ranked bid by more than 10% (ten percent) thereof; and

- h) If during the pendency of the Agreement, the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved Project Facilities and Services, it shall by notice in writing request the Concessioneing Authority to consider such Change of Scope. The Concessionaire may implement the Project and provide Project Facilities and Services in accordance with the Change of Scope as may be approved in writing by the Concessioneing Authority and all the provisions of this Article 6 for the Project Implementation shall mutatis mutandis apply. Provided, it is clarified that the provisions contained in Article 6.8 (f) and (g) shall not apply to a Change of Scope required by the Concessionaire.

**Part – II**  
**TOR related information**

1. Redevelopment of Berths 8,9,& Barge Berths will be undertaken at Port of Mormugao, Goa at the existing area on Design, Build, Finance, Operate and Transfer (DBFOT) Basis. Generally the place where different tasks relating to the assignment to be performed by Independent Engineer would be at Mormugao Port Trust, Headland-Sada. However Independent Engineer is expected visit at such places any where in India at the manufacturers site for witnessing the tests and to carry out inspections as necessary as per Quality Assurance Plan to be submitted by Concessionaire.
2. The review of the work of the Independent Engineer after award of contract including testing, validation and approval shall be done by Mormugao Port Trust. If the Mormugao Port Trust either on its own or on a report of the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties in a fair, appropriate and diligent manner, the Mormugao Port Trust may after giving the Independent Engineer due opportunity of being heard, terminate the appointment of the Independent Engineer and appoint another firm in its place in accordance with the Concession Agreement.
3. Expected input of key professionals and requisite expertise and number of key professional staff are as given below. The Independent Engineers are required to deploy sufficient number of engineers/experts in the relevant field for proper services. The proposed personnel in key & non key areas are as follows.

**Key personnel**

- 1 Team leader cum Senior Port and Harbour Engineer
- 2 Senior Mechanical Engineer
- 3 Senior Electrical Engineer

- 4 Senior Structural Engineer
- 5 Bulk Handling Electronic & Information Technology Engineer
- 6 Railway
- 7 Environmental

**Non- key Personnel ( In –House)**

- 1 Legal
- 2 Financial
- 3 Geotechnical
- 4 Fire Fighting

**3. BRIEF JOB DESCRIPTION AND MINIMUM QUALIFICATION OF KEY PERSONNEL**

**A. TEAM LEADER CUM SENIOR PORT & HARBOUR ENGINEER**

This is the senior most position and the expert engaged as the Team Leader shall be responsible for reviewing the entire Project preparation and implementation activities of the Concessionaire. He shall check all the Designs being prepared by the Concessionaire, ensure execution of works on site as per specification and standards, and continuously interact with the Mormugao Port Trust and the Concessionaire. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. The candidate should have a proven record of supervising, organizing and managing of Project preparation and construction of Bulk Handling Terminal or other similar infrastructure development projects of large magnitudes. Knowledge of Project management shall be an added advantage. He shall also be responsible for checking the designs of Berth, Bulk handling Plant and Machineries and any other structure to be constructed in the Project. His expertise shall include computer aided design methods for Port and Harbour Engineering with particular reference to Berth design.

This position requires a Senior Port and Harbour Engineer who shall be a graduate in Civil / Mechanical Engineering. Higher qualifications and specialization in structural Engineering/ Port Engineering is desirable. He should have a minimum 10 years of experience of Port Engineering including 4 years of experience in similar capacity. He should have handled as Team Tender No.: CE/87/2016 - Tender for Appointment of Independent Engineer for the work of," Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa."

Leader or similar capacity at least one Project of Bulk Handling Terminal or similar infrastructure development Project. Experience in involvement in innovative berth designing works with use of computer aided software and involvement in designing of berths of more than 200mtrs. length would be preferred.

**B. SENIOR MECHANICAL ENGINEER**

The Candidate should be Graduate in Mechanical Engineering from recognized institute. He should have minimum 8 years experience in respect of infrastructure development Project works. He should have handled as Senior Mechanical Engineer or similar capacity at least one Project Preparation and in supervision of Construction works of Bulk Handling Terminal Project or other similar infrastructure developments Projects. Experience of involvement in innovative Plant and Machineries for handling Bulk cargo or other similar infrastructure project works with use of computer aided software and involvement in designing would be preferred.

**C. SENIOR ELECTRICAL ENGINEER**

The Candidate should be Graduate in Electrical Engineering from recognized institute. He should have minimum 8 years experience in respect of infrastructure development Project works. He should have handled as Senior Electrical Engineer or similar capacity at least one Project Preparation and Electrical installation and supervision works for Bulk Handling Terminal or other similar infrastructure development Project. Experience of involvement in electrical design and testing of electrical installation for Bulk Handling Terminal or other similar infrastructure development project works.

**D. SENIOR CIVIL ENGINEER**

The Candidate should be Graduate in Civil Engineering from recognized institute, Preferably Post Graduation in Structural Engineering. He should have minimum 8 years of professional engineering experience including 5 years experience in the design, construction, and supervision in berths, mooring dolphins, port jetty, and other marine structures in India or abroad.

He should have handled as Senior Civil Engineer or similar capacity at least

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one Project Preparation comprising design, construction and supervision works for Bulk Handling Terminal Project or other similar infrastructure Projects. Experience in involvement in innovative construction activities for handling Bulk cargo project works with use of computer aided software using modern technology.

**E. BULK HANDLING PERSONNEL**

Graduate in Mechanical Engineering , having over 8 years of diversified engineering and management experience associated with the design and construction of bulk materials handling systems. He shall have held 3 years in various positions within the industry, assisting in all aspects of bulk handling systems from the drafting of belt conveyors and conveyor components to the sale of handling systems to various industrial consumers. Expert should have also experienced with solid handling equipment, especially continuous solid handling methods, such as conveyors, chutes, consignors, Stackers, Reclaimers, Shiploader, feeders, as well as size reduction and storage of solids. He has the idea of the transportation of bulk solids by truck, rail, barge, and ship.

**F. ELECTRONIC & INFORMATION TECHNOLOGY ENGINEER**

The candidate should be Graduate in Electronic & Information Technology Engineering with at least 3 years experience in the Bulk handling terminal projects or other similar infrastructure development projects with latest automated operation system. He should have involved in at least 1 similar Bulk handling terminal or similar infrastructure projects. This position requires thorough understanding of modern computer based method of operation with Electronic & Information Technology.

**G. RAILWAY PERSONNEL**

The candidate should be a Graduate in any Engineering preferably Post Graduation in Railway / Pathway Engineering. He should have minimum 8 years of experience out of which at least 5 years should be in railway remodeling preferably in Port areas and connectivity to hinterland railway

network. He should have experience in designing, installation and erection of wagon /truck loading / unloading systems preferably for bulk material.

#### **H. ENVIRONMENTAL PERSONNEL**

The Candidate should be Graduate in Civil Engineering/Environmental Engineering or other relevant qualification. He should have minimum 8 years experience out of which 2 years in dust suppression technologies in Bulk handling terminal projects. He should have good knowledge of MOEF guidelines/requirements for mitigation measures.

#### **NON KEY PERSONNEL**

##### **I. FINANCIAL**

The candidate shall have MBA (Finance)/Chartered Accountant. He should have minimum 8 Years experience as a Financial Advisor particularly in the field of project financing. Advisory experience in the field of infrastructure development projects would be desirable.

##### **J. LEGAL**

Expert shall be the Law graduate with over 8 years experience in contracts and financial documentation related to Project financing. Advisory experience in infrastructure development projects would be desirable. Must be familiarize with disputes, settlement and Arbitration proceedings.

##### **K. GEOTECHNICAL**

The candidate should be a graduate in Civil Engineering preferably Post Graduation in Geotechnical Engineering/ Geology. He should have minimum 8 years of experience out of which 2 years should be in similar projects involving Soil investigation and marine and land bore holes investigations.

##### **L. FIRE FIGHTING**

The candidate should be a graduate and certificate course dealing with fire fighting. He should have minimum 5 years of experience in designing/execution of fire fighting/fire prevention projects.

#### 4. PERIOD OF SERVICES BY INDEPENDENT ENGINEER (IE).

In accordance with the Concession Agreement to be executed by Mormugao Port Trust and the Concessionaire, the construction works are estimated to be completed by Concessionaire in 36 months time from the date of award of concession. The stages of implementation of the project by concessionaire are indicated below. The period of services for the inspection by Independent Engineer is expected throughout the construction Period of 36 months. In the event of early completion of construction works by Concessionaire, the period of services of Independent Engineer shall be reckoned accordingly.

The following are broad milestones for implementation of the project by Concessionaire. Detail milestones shall be as per the implementation schedule of Detailed Project Report of the Concessionaire.

<b>Sr No.</b>	<b>Milestone date</b>	<b>Activity/ level of completion of project</b>
1	3 months from Date of Award of Concession	Submission of Detailed Project Report (DPR),
2	10 months from Date of Award of Concession	Placement of order for equipment Commencement of construction of covered storage facility and other civil works
3	16 months from Date of Award of Concession	Commencement of erection of mechanical equipment and conveying system.
4	30 months from Date of Award of Concession	Completion of Civil works Installation of Harbor Mobile Crane.
5	36 months from Date of Award of Concession	Commissioning of the Project and Commencement of commercial operations. (COD)

5. Mormugao Port Trust shall provide RFP document, Draft Concession Agreement and the Feasibility Report to the Independent Engineer for his reference.
  
6. Service, facilities and property to be made available to the Independent Engineer by Mormugao Port Trust:
  - Technical data or any further details required shall be provided on request subject to availability.
  - If desired, a site visit can be arranged for familiarization with the present installations with prior intimation.
  - Arrangement for Boarding & lodging facilities during site visit, including Office space, transport during the tenure of services shall be made by Independent Engineer on its own.

## **SECTION -6**

# **STANDARD FORMS OF CONTRACT**

## 1.0 Form of Contract

(Text in brackets [ ] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the Board of Trustees for Mormugao Port Trust, a body corporate constituted under the provisions of the Major Port Trusts Act, 1963 and having its Administrative office at Headland Sada, Goa 403 804, the Concessing Authority & M/s. Mormugao Terminal Limited, a company registered under the Companies Act, 1956, and having its registered office at New Delhi, the Concessionaire, (hereinafter together called the "Employer"), of the First Part and, [name of Consultant firm & address ] hereinafter called the "Independent Engineer") of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead partner [name of lead partner] and [name of other members] (hereinafter called the "Independent Engineer").

### WHEREAS

- (a) the Independent Engineer, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated \_\_\_\_\_ issued by the Employer ;
- (b) the "Employer" has accepted the offer of the Independent Engineer to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing schedule
    - Appendix D: Cost Estimates
    - Appendix E: Duties of the "Employer"
    - Appendix F: Duties of the Independent Engineer
2. The mutual rights and obligations of the "Employer" and the Independent Engineer shall be as set forth in the Contract, in particular:
  - (a) the Independent Engineers shall carry out and complete the Services in accordance with the provisions of the Contract; and
  - (b) the "Employer" shall make payments to the Independent Engineer in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.  
Signed by In presence of

Mormugao Port Trust  
Engineering (Civil) Department

1. For and on behalf of Board of Trustees for Mormugao Port Trust  
(Concessioneing Authority)

The Chief Engineer,  
[Authorized Representative]

2. For and on behalf of the Concessionaire  
M/s. Goa Sea Port Private Limited-Tuticorin.

Address: \_\_\_\_\_

[Authorized Representative]

(Witnesses)

- (i)
- (ii)

3. For and on behalf of [Name and Address of  
Independent Engineer]

[Authorized Representative]

In presence of  
(Witnesses)

- (i)
- (ii)

[Note: If the Independent Engineer consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

4. For and on behalf of each of the Members of the  
Independent Engineer.

[name and address of member]

[Authorized Representative]

5. [name and address of member]

[Authorized Representative]

## 2.0. General Conditions of Contract

### 1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Independent Engineer" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of India
- (h) "Local Currency" means Indian Rupees.
- (i) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (j) "Party" means the "Employer" or the Independent Engineer, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Independent Engineer or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (l) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) "Services" means the work to be performed by the Independent Engineer pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-Consultants" means any person or entity to whom/which the Independent Engineer subcontracts any part of the Services.
- (p) "Third Party" means any person or entity other than the "Employer", or the Independent Engineer.
- (q) "In writing" means communicated in written form with proof of receipt.

### 1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Independent Engineer. The Independent Engineer, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully



responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

**1.5 Notices**

**1.5.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

**1.5.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

**1.7 Authority of Lead Partner:** In case the Independent Engineer consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Partner) in the SC to act on their behalf in exercising all the members rights and obligations towards the “Employer” under this Contract, including without limitation to the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium shall be jointly and severally liable for all obligations of the Independent Engineer under the Contract.

**1.8 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Independent Engineer may be taken or executed by the officials specified in the SC.

**1.9 Taxes and Duties:** The Independent Engineer, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

**1.10 Fraud and Corruption**

**1.10.1 Definitions:** It is the Employer policy to require that Employer as well as Independent Engineer observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer

defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Independent Engineer, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### **1.10.2 Measures to be taken by the Employer**

- (a) The Employer may terminate the contract if it determines at any time that representatives of the Independent Engineer were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Independent Engineer having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Independent Engineer, including declaring the Independent Engineer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Independent Engineer has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

#### **1.10.3 Commissions and Fees**

At the time of execution of this Contract, the Independent Engineer shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer" notice to the Independent Engineer instructing the Independent Engineer to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

- 2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 **Commencement of Services:** The Independent Engineer shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 **Modifications or Variations:**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7 **Force Majeure**
- 2.7.1 **Definition**
- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include
  - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor
  - (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Independent Engineer, upon instructions by the "Employer", shall either:

- (i) demobilize,; or
- (ii) continue with the Services to the extent possible, in which case the Independent Engineer shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 7.2.

2.8 **Suspension:** The “Employer” may, by written notice of suspension to the Independent Engineer, suspend all payments to the Independent Engineer hereunder if the Independent Engineer fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Independent Engineer to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Independent Engineer of such notice of suspension.

2.9 **Termination**

2.9.1 **By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1 and in accordance with the provisions of the Concession Agreement.

(a) If the Independent Engineer fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Independent Engineer becomes (or, if the Independent Engineer consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Independent Engineer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Independent Engineer, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Independent Engineer submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(f) If the Independent Engineer places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the Independent Engineer fails to provide the quality services as envisaged under this Contract. The Concessioning Authority

(Mormugao Port Trust) either on its own or on a report of the Concessionaire has reason to believe that the Independent Engineer is not discharging its duties in a fair, appropriate and diligent manner, the Concessions Authority may after giving the Independent Engineer due opportunity of being heard, terminate the appointment of the Independent Engineer and appoint another firm in its place in accordance with the provisions of the Concession Agreement.

(h) If, as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Independent Engineers, and sixty (60) days' in case of the event referred to in (h).

**2.9.2 By the Independent Engineer :** The Independent Engineer may terminate this Contract, by not less than thirty(30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Independent Engineer pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Independent Engineer that such payment is overdue.

(b) If, as the result of Force Majeure, the Independent Engineer is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Independent Engineer may have subsequently approved in writing) following the receipt by the "Employer" of the Independent Engineer's notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

(i) such rights and obligations as may have accrued on the date of termination or expiration,

- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,
- (iii) the Independent Engineer's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and
- (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Independent Engineer shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Independent Engineer and equipment and materials furnished by the "Employer", the Independent Engineer shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Independent Engineer:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Independent Engineer shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Independent Engineer will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE INDEPENDENT ENGINEER**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Independent Engineer shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Independent Engineer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s” legitimate interests in any dealings with Sub-Consultants or Third Parties.

#### **3.1.2 Performance Security:**

Within 15 (fifteen) days of signing of contract, the Independent Engineer shall furnish to the Employer a **Performance Security** in the form of either a Demand Draft (DD) drawn on any Nationalized/schedule Bank in the name of the FA & CAO, Mormugao Port Trust, payable at Vasco da Gama, Goa or a Bank Guarantee of any scheduled / nationalized bank for an amount equivalent to 10% of the contract price as per the draft annexed at **Appendix –F**, Form of Bank Guarantee for Performance Security The Performance Security, if in the form of a bank guarantee shall be valid for a initial period of 1 (one) year and shall be renewed 30 (thirty) days prior to the expiry of each year until the expiry of the contract term. Failure of the Independent Engineer to provide a valid performance security and/ or restore and maintain the same in accordance with this provision shall entitle the Employer to forthwith terminate this contract and if relevant, to forfeit the EMD.

**3.2 Conflict of Interests:** The Independent Engineer shall hold the “Employer’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Independent Engineer shall promptly disclose the same to the Employer and seek its instructions.

#### **3.2.1 Independent Engineer not to benefit from Commissions, Discounts, etc.:**

(a) The payment of the Independent Engineer pursuant to Clause GC 6 hereof shall constitute the Independent Engineer’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Independent Engineer shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations



hereunder, and the Independent Engineer shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Independent Engineer, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Independent Engineer shall comply with the Employer applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Independent Engineer in the exercise of such procurement responsibility shall be for the account of the “Employer”.

**3.2.2 Independent Engineer and Affiliates Not to Engage in Certain Activities:**

The Independent Engineer agrees that, during the term of this Contract and after its termination, the Independent Engineer and any entity affiliated with the Independent Engineer, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Independent Engineer’s Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Independent Engineer shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the “Employer”, the Independent Engineer and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Independent Engineer and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be Taken out by the Independent Engineer:** The Independent Engineer (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants’, as the case may be) own cost but **on terms and conditions approved by the “Employer”**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the “Employer”’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 3.5 **Accounting, Inspection and Auditing:** The Independent Engineer (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.
- 3.6 **Independent Engineer’s Actions Requiring “Employer’s” Prior Approval:** The Independent Engineer shall obtain the “Employer’s” prior approval in writing before taking any of the following actions:  
(a) Any change or addition to the Personnel listed in Appendix C.  
(b) Subcontracts: the Independent Engineer may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Independent Engineer shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Independent Engineer to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.
- 3.7 **Reporting Obligations:** The Independent Engineer shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.8 **Documents Prepared by the Independent Engineer to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Independent Engineer for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Independent Engineer shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Independent Engineer may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Independent Engineer and third parties for purposes of development of any such computer programs, the Independent Engineer shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to

require recovering the expenses related to the development of the program(s) concerned.

- 3.9. Equipment and Materials Provided by the Independent Engineer:** Equipment or materials brought into the Employer property by the Independent Engineer and the Personnel and used either for the Project or personal use shall remain the property of the Independent Engineer or the Personnel concerned, as applicable.

#### **4. INDEPENDENT ENGINEERS' PERSONNEL AND SUB-CONSULTANTS**

- 4.1 General:** The Independent Engineer shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2 Description of Personnel:**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Independent Engineer's Key Personnel are as per the Independent Engineer's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Independent Engineer by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Independent Engineer. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

- 4.3 Approval of Personnel:** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Independent Engineer proposes to use in the carrying out of the Services, the Independent Engineer shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the

objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

**4.4 Removal and/or Replacement of Personnel:**

(a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Independent Engineer, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Independent Engineer shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Independent Engineer shall, at the “Employer” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Independent Engineers may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Independent Engineer shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.5 Resident Project Manager:** If required by the SC, the Independent Engineer shall ensure that at all times during the Independent Engineer’s performance of the Services as a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

**5. OBLIGATIONS OF THE “EMPLOYER”**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

(a) Provide the Independent Engineer, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Independent Engineer, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Independent Engineer, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Independent Engineer for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Independent Engineer in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Independent Engineer under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 **Services, Facilities and Property of the “Employer”:** The “Employer” shall make available to the Independent Engineer and its Personnel, for the purposes of the Services, the following services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

5.4 **Payment:** In consideration of the Services performed by the Independent Engineer under this Contract, the “Employer” shall make to the Independent Engineer such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 **Counterpart Personnel:**

(a) If necessary, the “Employer” shall make available to the Independent Engineer free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Independent Engineer’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s” liaison personnel, shall work under the exclusive direction of the Independent Engineer. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Independent Engineer that is consistent with the position occupied by such member, the Independent Engineer may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE INDEPENDENT ENGINEER**

### **6.1 Total Cost of the Services**

(a) The total cost of the Services payable is set forth in Appendix D as per the Independent Engineer's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Independent Engineer in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

(a) The Independent Engineer shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified broad milestones as per SC 11.

(b) Once a milestone is completed, the Independent Engineer shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within thirty (30) days of receipt of it, the Employer shall release the payment to the Independent Engineer without further delay.

(c) Final Payment : The final payment as specified in SC 11 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Independent Engineer and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Independent Engineer specifying in detail deficiencies in the Services, the final report or final statement. The Independent Engineer shall

thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Independent Engineer to the "Employer" within thirty (30) days after receipt by the Independent Engineer of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Independent Engineer and the Independent Engineer has made presentation to the Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the Independent Engineer.

(e) If the deliverables submitted by the Independent Engineer are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Independent Engineer. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Independent Engineer only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Independent Engineer specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Independent Engineer of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Independent Engineer in writing and the Independent Engineer has made necessary changes as per the comments / suggestions of the Employer communicated to the Independent Engineer.

(h) In case of early termination of the contract, the payment shall be made to the Independent Engineer as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Independent Engineer shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Independent

Engineer in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within thirty (30) days after receipt. If that party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Independent Engineer, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Independent Engineer, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman, Mormugao Port Trust on behalf of the Employer. The Arbitration and Conciliation Act, 1996 and



any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 8.3. Arbitration proceedings shall be held in Head land Sada, Goa at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Independent Engineer. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Liquidated Damages**

- 9.1 The Independent Engineer hereby agree that due to negligence of act of him, if the Employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Independent Engineer agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.
- 9.3 The liquidated damages shall be applicable under following circumstances:
  - (a) If the deliverables are not submitted as per schedule as specified in SC 11, the Independent Engineer shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
  - (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Independent Engineer shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

## **10. Miscellaneous provisions:**

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/ Independent Engineer shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/ Independent Engineer, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/ Independent Engineer shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/ Independent Engineer shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Independent Engineer's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Independent Engineer.

(vii) The Contractor/ Independent Engineer shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the hike.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Independent Engineer) for any engagement, service or employment in any capacity in any office or establishment of the Employer.

### 3.0 Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Sr. No.	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: "Employer" 1. Mormugao Port Trust, 2 <sup>nd</sup> Floor, 'C' wing, Main Administrative Office Bldg, Headland Sada,Goa- 403804 (The Concessing Authority )

Mormugao Port Trust  
Engineering (Civil) Department

		<p>Chief Engineer Phone No. 091-832-2521160 FAX No. 091-832-2521165</p> <p>AND</p> <p>2. M/s.Goa Sea Port Pvt Ltd,, SIPCOT Industrial Complex, Madurai Bypass, T. V. Puram, P.O. Tuticorin, Thoothukudi, Tamil Nadu – 628002 (The Concessionaire) Phone No. FAX No</p> <p>3. Independent Engineer- Attn: Phone No. FAX No</p>
2	1.7	{Lead Partner is [insert name of member]} incase of joint venture/ consortium.
3	1.8	<p>The Authorized Representatives are: For the “Employer”: 1. Mormugao Port Trust (Concessioneing Authority) Chief Engineer</p> <p>2. M/s.Goa Sea Port Pvt Ltd,(Concessionaire)  ( Name &amp; Designation )</p> <p>3.For the Independent Engineer:  M/s. _____ ( Name &amp; Designation )</p>
4	2.1	<p>The effectiveness conditions are the following: i) Fulfillment of conditions precedents by Concessionaire and Concessioneing Authority as per Concession Agreement. ii) Determining the date of Award of Concession to the Concessionaire by Mormugao Port Trust. iii) Submission of Performance security by Independent Engineer.</p>
5	2.2	The time period shall be 90 days.
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be 30 months
8	3.4	<p>The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable) (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer premises by the Independent Engineer or its Personnel or any Sub-Independent Engineers or their Personnel, with a minimum coverage of [insert amount and currency to be specified]; (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p>

		<p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Independent Engineer, with a minimum coverage of [insert amount and currency];</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Independent Engineer and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Independent Engineer's property used in the performance of the Services, and (iii) any documents prepared by the Independent Engineer in the performance of the Services, by theft, fire or any natural calamity.</p> <p>Note: If there are no other actions, delete this Clause SC</p>										
9	4.5	Whether Independent Engineer have a person designated as resident project manager as specified in Clause GC 4.5 in Appendix C shall serve in that capacity.										
10	6.1	(b) The ceiling for total cost of services is:(insert amount in figures and words in Indian Rupees)										
	6.3	<p><b>Payment Provisions.</b></p> <p>i. The cost and expenses of the Independent Engineer shall be borne by the Concessioneing Authority (Mormugao Port Trust) and Concessionaire (to be selected ) equally. The bills for the same shall be raised accordingly to both the Parties when the stage payments are due.</p> <p>ii. The percentage increase as set forth in Appendix- D as per Independent Engineer's proposal to the Employer and negotiated thereafter would be admissible only on the stage payments, the services for which are provided beyond the initial contract period of 24 months.</p> <p>iii The percentage reduction as set forth in Appendix- D as per Independent Engineer's proposal to the Employer and negotiated thereafter would be admissible on the total cost of the services in the event of reduction in the service contract period from initial contract period of 24 months.</p> <p>iv. The bills raised for payment will be paid only after due certification of the works as per stage wise activity recommended below :</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>% of payments to be made as per activity of works carried and certified</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>A sum equal to <b>10%</b> of the total cost of services on review &amp; approval of Detailed Project Report (DPR)</td> </tr> <tr> <td>2</td> <td>A sum equal to <b>10%</b> of the total cost of services on review of Design Drawings</td> </tr> <tr> <td>3</td> <td>A sum equal to <b>50%</b> of the total cost of services on review, inspection and Monitoring of construction works, submission inspection report and certification of various stages finalized in the Detail Project Report. This shall be related with financial progress of work. On achieving <b>every 20% financial progress 10% of the total cost of services to be released.</b></td> </tr> <tr> <td>4</td> <td>A sum equal to <b>10%</b> of the total cost of services on conducting test</td> </tr> </tbody> </table>	Sr. No.	% of payments to be made as per activity of works carried and certified	1	A sum equal to <b>10%</b> of the total cost of services on review & approval of Detailed Project Report (DPR)	2	A sum equal to <b>10%</b> of the total cost of services on review of Design Drawings	3	A sum equal to <b>50%</b> of the total cost of services on review, inspection and Monitoring of construction works, submission inspection report and certification of various stages finalized in the Detail Project Report. This shall be related with financial progress of work. On achieving <b>every 20% financial progress 10% of the total cost of services to be released.</b>	4	A sum equal to <b>10%</b> of the total cost of services on conducting test
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4	A sum equal to <b>10%</b> of the total cost of services on conducting test											

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			completion of construction and erection of equipments, and issue of provisional certificate.	
		5	A sum equal to <b>20%</b> of the total cost of services on issue of final completion Certificate.	
12	8.3	The Arbitration proceedings shall take place in Headland-Sada, Goa in India.		

Binding signature of Employer Signed by

\_\_\_\_\_  
For and on behalf of Board of Trustees for Mormugao Port Trust  
(1. Concessioning Authority.)  
Chief Engineer,  
Mormugao Port Trust,  
Engineering (Civil) Department,  
2<sup>nd</sup> floor, 'C' Wing,  
Administrative Office Bldg,  
Headland Sada Goa 403804

For and on behalf of  
(2. Concessionaire.)  
M/s.Goa Sea Port Pvt Ltd,  
SIPCOT Industrial Complex, Madurai Bypass,  
T. V. Puram, P.O. Tuticorin, Thoothukudi,  
Tamil Nadu – 628002.

Binding signature of Independent Engineer Signed by

\_\_\_\_\_  
(for and on behalf of \_\_\_\_\_, duly authorized vide  
Resolution No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of  
\_\_\_\_\_)

In the presence of

(Witnesses)

- 1.
- 2.

## 4.0. Appendices

### 1. APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Independent Engineers during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

### 2 APPENDIX B - REPORTING REQUIREMENTS

IE should submit monthly status report attend meetings to review the reports and performed as per tasks set in TOR

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

### 3 APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

### 4 APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

### 5 APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Independent Engineer by the “Employer”).

- Feasibility Report
- Draft Concession Agreement to be executed between Concessioneering Authority and Concessionaire for coal terminal.
- Any technical data or any further details required shall be provided on request subject to availability.
- Gates passes and work permits will be issued on chargeable basis.

### 6 APPENDIX F - FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

### 7 APPENDIX G- FORMAT IN CASE OF JOINT VENTURE AGREEMENT (MEMORANDUM OF UNDERSTANDING)

### 8 APPENDIX H - POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

### 9 APPENDIX I – DRAFT CONCESSION AGREEMENT TO BE

**EXECUTED WITH CONCESSIONAIRE OF COAL TERMINAL.**

**Appendix-F**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

( to be used by approved scheduled bank)

1. In consideration of the Board of Trustees , Mormugao Port Trust, the Concessioning Authority and ----- Ltd. (Concessionaire) (hereinafter called 'the Employer' ) having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Independent Engineer') from the demand under the terms and conditions of contract to be entered between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the said Contract) of Performance Security for the due fulfillment by the said Independent Engineer of the terms and conditions contained in the said Contract on production of a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ Bank Ltd., (hereinafter referred to as 'The Bank') do hereby undertake to pay to the Employer an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered by the Employer by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Contract.

2. We, \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the Employer by reason of any breach by the said Independent Engineer any of the terms or conditions contained in the said Contract or by reason of the Contractor'(s) failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under Guarantee. However, out liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We, \_\_\_\_\_ Bank Ltd., 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under the virtue of the said Contract have been fully paid and its claim satisfied or discharged and till the Employer certifies that the terms and conditions of the said Contract has been fully and properly carried out by the said Contractor and accordingly discharged the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before three months from the expiry date i.e. three months from we shall be discharged from all liability under this guarantee thereafter.

4. We, \_\_\_\_\_ Bank Ltd. further agree with the Employer that the Employer shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any terms and conditions of the said Contract or to extent time of performance by the said Contractor (s) from to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Independent Engineer and to enforce or forbear any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reasons of any such condition or extension being granted to the said Contractor or any other forbearance, act or omission on the part of the Tender No.: CE/87/2016 - Tender for Appointment of Independent Engineer for the work 95 of," Redevelopment of Berths 8, 9 & Barge Berths at the Port of Mormugao, Goa."

Employer or any indulgence by the Employer to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

6. The Employer is authorised to enforce claim against guarantee at the local branch of the Bank in Goa, in case such an eventuality of encashment arises.

7. We, \_\_\_\_\_ Bank Ltd., lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

For \_\_\_\_\_ Bank.



**APPENDIX-G**  
**FORMAT IN CASE OF JOINT VENTURE AGREEMENT**  
**(MEMORUNDUM OF UNDERSTANDING)**

Know all men by these presents that we, -----  
----- and ----- (persons and companies  
name) (herein after collectively referred to "the consortium / Joint venture") for  
execution of proposal.

Whereas the Board of Trustees of Mormugao Port Trust (hereinafter referred  
to as "the Port Trust and the Employer") has invited proposals from the interested  
parties for ----- (hereinafter referred to as "the  
contract").

Whereas the members of the consortium / joint venture are interested in  
bidding of the work of ----- in  
accordance with the terms and conditions of the proposal.

This Joint Venture agreement is executed to undertake the work and role and  
responsibility of the firms are ----- (role and responsibilities of each firm for  
administrative arrangement for management and execution of contract) and -----  
--- (name of the person) of (name of the firm) and ----- (name of the person)  
and ----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the proposal conditions for the member of  
the consortium / joint venture to appoint and authorize one of them as Lead firm to do  
all acts, deeds and things in connection with the aforesaid proposal.

We hereby nominate and authorize ----- as our  
constituted attorney in our name and on our behalf to do or execute all or any of the  
acts or things in connection with the execution of the Tender No: CE/00/2013 and  
thereafter to do all facts, deeds and things on our behalf and thereafter till the  
satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said  
attorney shall be construed as acts, deeds and things done by us and we under take  
to ratify and conform all and whatsoever that my said attorney shall do or cause to be  
done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----  
-----

SIGNED SEALED & DELIVERED  
By the with named-----  
-----through its  
duly constituted attorneys  
----- in the presence of

SIGNED SEALED & DELIVERED  
By the with named-----  
----- through its  
duly constituted attorneys  
----- in the presence of

**APPENDIX –H**  
**Power of Attorney for signing of Proposal**

Know all men by these presents, We \_\_\_\_\_  
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid[s] for the \*\*\*\*\* Project[s] proposed or being developed by the \*\*\*\*\* (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project[s] and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

For -----

(Signature)  
(Name, Title and Address)

Mormugao Port Trust  
Engineering (Civil) Department

Witnesses:

- 1.
- 2.

[Notarised]

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney 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.*
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**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 :  
\_\_\_\_\_