

MORMUGAO PORT TRUST

TRAFFIC DEPARTMENT

TENDER DOCUMENTS

FOR

**OPERATIONS OF TRANSHIPPERS/FLOATING
CRANES ON COMMON AND/OR CAPTIVE USER
BASIS AT OUTER ANCHORAGE (WOB)**

AND

**MOORING DOLPHINS 4&5 AND 5&6 ON COMMON
USER BASIS FOR A PERIOD OF FIVE YEARS AT
MORMUGAO PORT TRUST.**

**TRAFFIC MANAGER
TRAFFIC DEPARTMENT
MORMUGAO PORT TRUST
HEADLAND – MORMUGAO**

Price Rs. 750/- per set. TEL : 0832 2521140

Of Tender Documents FAX: 0832 2521145

Non-refundable EMAIL:mgpt@sancharnet.in

WEBSITE :www.mptgoa.com

TENDER DOCUMENT
FOR
OPERATIONS OF TRANSHIPPERS/FLOATING CRANES ON COMMON
AND /OR CAPTIVE USER BASIS AT OUTER ANCHORAGE (WOB) AND
MOORING DOLPHINS 4&5 AND 5&6 ON COMMON USER BASIS FOR A
PERIOD OF FIVE YEARS AT MORMUGAO PORT TRUST.

I N D E X

<u>Sr.No.</u>	<u>Description</u>	<u>Page No.</u>
1.	TENDER NOTICE ..	01 - 05
2.	SCOPE OF WORK & ELIGIBILITY CRITERIA	06 - 11
3.	INSTRUCTIONS TO THE TENDERERS ..	12 - 18
4.	TERMS & CONDITIONS OF CONTRACT ..	19 - 26
5.	SCHEMATIC DESIGN OF THE PORT AREA (Annexure IA & IB)	27 - 28
6.	LETTER OF APPLICATION CUM TENDER .. FORM (Annex – II)	29 - 32
7.	PRICE BID (Annex III)	.. 33 - 34
8.	FORM OF AGREEMENT – (Annex IV)	.. 35 - 37
9.	BANK GUARANTEE - (Annex V)	.. 38 - 40

**Note : This Tender Document contains Pages 1 – 40 and
is non-transferable.**

**MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT
HEADLAND – SADA 403 804**

TENDER NOTICE - NO. TM/552/2011/ Dt. 09.08.2011.

The Traffic Manager on behalf of Mormugao Port Trust, Headland – Sada, invites sealed Tenders under dual cover system from the experienced Transhippers/Floating Crane Operators for the below mentioned work so as to reach him on or before 05.09.2011 at 1430 hrs. and it will be opened on the same day at 1500 hrs. Tender documents may be obtained from the office of the Traffic Manager from 12.08.2011 to 19.08.2011.

Sr. No.	Name of the Work	EMD in Rs.	Cost of TENDER Documents - Rs.
1.	Operations of Transhippers/ Floating Cranes on Common and / or Captive User basis at Outer Anchorage (WOB) and Mooring Dolphins 4&5 and 5&6 on Common User basis for a period of FIVE years at MORMUGAO PORT TRUST.	Rs.10,00,000/- (for each facility)	Rs.750/-

The Tender Document is also available at our website ‘ www.mptgoa.com’.

The Port reserves the right to accept/reject any or all tenders without liability & assigning any reasons thereof.

TRAFFIC MANAGER

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

1. Sealed tenders under dual cover system (Technical & Commercial Bid) are invited by Mormugao Port Trust (MPT) from qualified and experienced Transhipper/Floating Crane operators for Transhippers/Floating Cranes Operations for cargo handling operations for a period of five years from the date of award of contract at Mormugao Port Trust -

(i) at Outer Anchorage (WOB) on common and /or captive user basis

AND

(ii) at Mooring Dolphins - '4&5 and 5&6' on common user basis.

2. Scope of Work: Details available with Tender Document.

3. The tender document may be obtained from 12.08.2011 to 19.08.2011 during office hours from the office of Traffic Manager, Admn. Bldg., Headland – Mormugao – Goa on production of cash receipt of Rs.750/- (non-refundable) to be deposited with the Financial Advisor & Chief Accounts Officer (FA&CAO) of MPT at Admn. Bldg., Headland. The tender document is also available at Port's websites 'www.mptgoa.com'. The document can be downloaded from Port's website and in such cases the cost of Tender documents - Rs.750/- shall be in the form of DD drawn in favour of Mormugao Port Trust on any nationalized/scheduled bank, payable at Mormugao and submitted with EMD which shall be kept inside the sealed covers containing Technical & Commercial bid.

4. Sealed covers suitably superscribed on "Operations of Transhippers /Floating Cranes on common and /or captive user basis at Outer Anchorage (WOB) and Mooring Dolphins '4&5 and 5&6' on common user basis; for cargo handling operations, for a period of FIVE years at Mormugao Port Trust." are to be submitted in two parts viz., part I & part II.

Part I - constitutes the 'Technical Bid' and must contain all technical and required details with documentary evidence fulfilling the pre-qualification criteria and the tender document with each page duly signed by the tenderer.

Part II – constitutes the 'Commercial / Price Bid' clearly indicating the Revenue Share on Cargo Handling Charges excluding CHLD levy and transhipper charges as per the Scale of Rates.

5. The above mentioned two parts, separately sealed and superscribed as stated above are to be put inside another cover, and be submitted to the office of Traffic Manager, Admn. Bldg., Headland, Mormugao – Goa latest by 05.09.2011 at 1430 hrs.. The tenders shall be opened at 1500 hrs. on 05.09.2011 in the presence of Tenderers who may wish to be present.

6. The Port reserves the right to reject any or all the tenders in part or in full, without any liability and assigning any reasons thereof.

.....

2. THE SCOPE OF WORK , ELIGIBILITY CRITERIA & PARTICULAR CONDITIONS

2.1 THE PROPOSAL AND LOCATION OF THE FACILITY:

The Mormugao Port is situated on the west coast of India in the state of Goa and is located in the mouth of the river Zuari. Mormugao Port is an open type natural harbour, protected by a breakwater and also by a mole built eastward from the outer end of breakwaters, running parallel to the old quays. In addition to deep drafted berths port provides an anchorage facilities for vessels in stream including 6 mooring dolphins with 5 berthing facilities, at East of Breakwater which are used for vessels loading/unloading operations with the help of ship's own gears in stream.

- (i) The location of the Mooring Dolphins is at East of breakwater and Mooring Dolphin 4&5 and Mooring Dolphin 5&6 where vessels upto max. LOA 225m are tied to Mooring Dolphins. The location is such that during the monsoon season the wave heights are less than the wave heights at WOB and the direction of the waves being from West, North-West to West-South-West. The max. draft available generally at these locations is 13 mtrs. in conjunction with high tide and during monsoon the draft will reduce gradually depending on the pattern of siltation.
- (ii) Mormugao Port Outer anchorage area is earmarked into 3 areas – viz. “A” - Waiting anchorage, “B” - Working anchorage and “C” - Transhipper anchorage.

“A” Anchorage : This anchorage has been designated as waiting area for Ships loading /discharging at berth and /or at Mooring Dolphins or EOB. Ships that do not carry any cargo operation at anchorage.

“B” Anchorage : This anchorage has been designated for ships loading with ship’s own gear.

“C” Anchorage : This anchorage has been designated for transshipment area and for capsized vessels loading to deeper drafts. (Barges are not permitted to wait / anchor in this area.)

A schematic design of the Port area including the location of Outer Anchorage /West of Breakwater(WOB) and Mooring Dolphin 4&5 and Mooring Dolphin 5&6 is attached with the Tender for reference at ANNEXURE IA & IB.

2.2 SCOPE OF WORK

The scope of work involves operations of Transshippers/Floating Cranes on Common and/or Captive User basis at Outer Anchorage /WOB and at Mooring Dolphin 4&5 and Mooring Dolphin 5&6 on Common User basis for handling of cargo, for a period of five years from the date of award of contract at Mormugao Port Trust. The tenderer shall share the revenue on cargo handling charges fixed by TAMP. They shall also pay additionally Cargo Handling Labour Division (CHLD)levy of Rs.10.82 per ton which is revised quarterly based on DA and transhipper charges as per Scale of Rates to Mormugao Port Trust.

2.3 NUMBER OF TRANSHIPPERS/FLOATING CRANES.

MPT intends to allow the deployment of two machines i.e. one transhipper and one floating crane at outer anchorage/west of breakwater (WOB) on common and /or captive user basis and two machines i.e. one transhipper or floating crane at each position of Mooring Dolphin 4&5 and MD 5&6 on common user basis for cargo handling operations for a period of five years from the date of award of contract on revenue share basis.

2.4 ELIGIBILITY CRITERIA

Tenderer shall be an owner/operator of Transhipper/Floating Crane who possess adequate experience in cargo handling operations by using Transhipper/Floating Crane in any major/minor Ports which shall be suitable for loading geared/ gearless Panamax/Handymax vessels. Transhipper/Floating Crane should have handled one lakh tons of cargo in any two years during the last five years cumulatively, supported with relevant documents. However, this condition is not applicable to the new transhipper/floating crane constructed after July 2009. All statutory certification from Flag State and Class, Class certificate to be from a classification society who is an IACS/IRS Member and fully covered by international and recognized Group P & I Club for damages and accidents including the Wreck Removal and Oil Pollution Clauses. The age of the Floating Cranes/Transhippers shall not be more than 20 years.

The general specification of Transhipper/Floating Crane is given below :

a) **Technical specifications for transhippers and floating cranes to be operated at Mooring Dolphins**

Transhipper

Length	85 mtrs. – 190mtrs.
Breadth	max. 34 mtrs.
Draft	max. 6.0 mtrs.

Floating Crane

Length overall	50 – 60 mtrs.
Breadth	20 - 24 mtrs.
Draft	04 - 06 mtrs.

b) **Technical specifications for transhippers and floating cranes to be operated at Outer Anchorage**

There is no restriction in LOA, breadth and draft of transhipper/floating crane since they will deploy at outer anchorage. However, irrespective of anchorage position, transhipper and floating crane shall fulfill the following general conditions.

General conditions :

- a) Highly maneuverable, self Propelled and capable of docking/undocking with self power.
- b) Speed : minimum 5 knots and above.
- c) Insurance : Vessel to be covered under approved P&I and H&M insurers with specific clauses to address oil pollution and wreck removal.
- d) Registration : Vessels to be registered under MS/ IV Act with loadline assigned by IRS.
- e) Vessels to be powered by Aux engines at all times sufficient to carry out all emergency operations independent of propulsion engines.
- f) Vessels to comply with regulations 2(2) of Annex 1 (IOPP), Annex iv (Air Pollution) and Annex vi (Sewage Treatment) of the convention
- g) Vessels to be capable of loading geared Handymax/Panamax/Cape size vessels upto 1,50,000 tonnes.
- h) Stability booklet approved by the Concerned Authority establishing the stability of the vessel in different conditions.

Investment : Transhipper Rs. 50 - 120 crore.

Floating Crane . Rs. 30 - 52 crore.

- Performance** : (i) Transhipper/Floating Crane shall be capable to give an output of 8000 MT/weather working day(WWD) subject to cargo availability .
- (ii) The desired performance of Transhipper/Floating Crane at Outer Anchorage may be in the range of 8000 T/day - 30000 MT /day.

The necessary technical details are to be furnished.

2.5 Cargo Handling Charges :

Considering the above specifications, investment and performance level, MPT has worked out the tentative cargo handling charges of Rs. 141/- per ton for transhipper and Rs.116/- per ton for floating crane based on TAMP guidelines and forwarded for its approval. The Operator is free to give discount on the above ceiling rate but they shall not charge over and above TAMP rates.

2.6 Reserve Price :

The existing revenue share of Rs.34.95 per ton offered by the Floating Crane Operator for operations of Floating Crane at MD 4&5 has been taken as a bench mark. Considering the existing revenue share, as stated above, the reserve price is fixed at 90% of Rs. 34.95 = Rs.31.50 per ton for transhipper/ Floating Crane to be deployed at MD 4&5 and MD 5&6. As far as the reserve price for transhipper/floating crane operations at outer anchorage /WOB is concerned, is fixed at 90% of Reserve Price - Rs.31.50 at MD which worked out to Rs. 29/- per ton.

2.7 Selection Criteria :

The Operator of transhipper/floating crane, who offers the highest revenue share over and above the Reserve Price as indicated above on Cargo Handling Charges proposed to TAMP, will be allowed to deploy their machines for cargo operations at different positions – viz. outer

anchorage, MD 4&5 and MD 5&6. The offer is excluding existing CHLD levy which is reviewed quarterly and Transhipper charges as per SOR.

2.8 Contract period :

The Contract period for the subject tender is five years from the date of award of the contract and the same may be extended for further period of three years at the discretion of Port with the same revenue share, terms and conditions, if required.

2.9 Others :

.....

3. INSTRUCTIONS TO TENDERERS

3.1 Sealed Tenders in two cover system (Technical & Commercial/Price Bid) are invited by Mormugao Port Trust, (MPT) from experienced Transhipper/Floating Crane owners/operators for cargo handling operations by using transhipper/floating cranes at outer anchorage/(WOB) on common/captive user basis and at Mooring Dolphin 4&5 and Mooring Dolphin 5&6 on common user basis for a period of five years from the date of award of contract.

3.2 LAST DATE FOR SUBMISSION OF TENDER :

(i) Tenders shall be received in the Office of the Traffic Manager, Admn. Bldg., Headland – Mormugao – Goa, on or before 1430 hrs. on 05.09.2011

(ii) The Tender Document and the correspondence accompanying the tender shall be submitted and no alteration shall be made by the Tenderer in the tender and the tender must be in accordance with the requirement including letter of application cum Tender Form at Annexure II.

(iii) MPT at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Tenderer. MPT shall not be responsible for late receipt of any offer due to postal delay or any other delay for whatsoever reason.

3.3 EARNEST MONEY DEPOSIT :

(i) The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs.10.00 lacs (Rupees ten lacs only) **for each** transhipper/floating crane to be deployed at outer anchorage/west of breakwater(WOB) and at Mooring Dolphin 4&5 and Mooring Dolphin 5&6 in the form of Demand Draft in favour of Mormugao Port Trust

drawn on any Nationalised/Scheduled Bank, Mormugao / Vasco Branch excluding Co-operative Bank, payable at Mormugao.

(ii) In the event the Tenderer withdraws his tender before the expiry of tender validity period of 45 days from the date of opening of the tender, his tender shall be cancelled and EMD shall be forfeited.

iii) The EMD of unsuccessful Tenderers shall be returned on award of Contract to the successful Tenderer. No interest shall be payable on the amount of EMD. The EMD of the successful Tenderer shall be refunded only on receipt of Security Deposit, as stipulated in the tender.

iv) The Tenderer whose Bids are accepted by MPT for each facility shall be duly informed in writing and within 2 days on receipt of Letter of Acceptance (LoA), the Tenderer shall submit Draft Agreement in the format approved by MPT as in Annexure IV alongwith Security Deposit and thereafter the Contract Agreement shall be signed within 2 days between the MPT and the successful Tenderer.

v) MPT reserves the right to cancel & forfeit the EMD/Security Deposit in case Tenderer is found to have provided false informations / forged documents in the Tender.

3.4 AGREEMENT :

All costs, charges and expenses including stamp duty in connection with the Contract as well as preparation and completions of agreement shall be borne and payable by the tenderer.

3.5 ACCEPTANCE OF TENDER :

The Port reserves the right to reject any or all the tenders in part or in full without assigning any reason thereof.

3.6 TENDER VALIDITY :

The tender shall remain valid for acceptance for a period of 45 days from the date fixed for opening of Technical Bid i.e. 05.09.2011 at 1500 hrs. Validity can be extended at the discretion of the Port.

3.7 AMMENDMENTS :

1. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out if any shall be forwarded to all the prospective Tenderers prior to the last date for submission of the tender in writing either by post or by fax. The prospective Tenderers shall immediately acknowledge receipt thereof either by post or fax.
2. The amendment so carried out shall form part of the tender and shall be binding upon the Tenderers. MPT may at its discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.

3.8 PRE-BID MEETING

1. Should there be any doubt or ambiguity as to the meaning of any portion of the Tender Document or if any further information is required, the same shall be clarified / amended by the Tender Committee in the Pre-Bid meeting to be held at the Office of the Traffic Manager, Administration Bldg., Headland on **23.08.2011 at 1500 hrs.**

2) Prospective Tenderers are advised to attend the Pre-Bid Meeting since no excuse of ignorance of clarification / amendments given by the Tender Committee in the Pre-Bid Meeting shall be accepted. Any offer having deviation from MPT's terms and conditions after those are frozen in the Pre-Bid meeting renders the offer unacceptable to MPT.

3.9 ERRORS IN THE TENDER DOCUMENTS :

The Tenderer shall submit complete tender and the same shall be without alterations, inter-lineations or erasure except those to accord that instructions issued by the MPT or as may be necessary to correct errors made by the Tenderer. Person or Persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancies are found in figures and words while reading the rates in the Commercial/Price Bid, the rate quoted in words shall supersede the rate quoted in figures.

3.10 COMMERCIAL/ PRICE BID

i) Tenderers are requested to submit the Commercial/Price Bid for the subject work of Operations by Transshippers/Floating Cranes at outer anchorage/west of breakwater(WOB) on common and/or captive user basis and at Mooring Dolphin 4&5 and Mooring Dolphin 5&6 on common user basis for cargo handling as prescribed in the format given in Annexure II of this tender document.

(ii) Commercial/Price Bid shall indicate the revenue share in rupees per ton on cargo handling charges over and above the Reserve Price, in addition to CHLD levy and transhipper charges as per the Scale of Rates for each transhipper/floating crane to be deployed at outer anchorage / west of breakwater (WOB) and Mooring Dolphin 4&5 and Mooring Dolphin 5&6 during the contract period.

(iii) Tenderer shall not send any revised or amended offers after opening of tender. No such document will be entertained.

3.11 TENDER OPENING AND EVALUATION :

1. OPENING OF TECHNICAL BID :

Technical Bids received upto 1430 hrs. on 05.09.2011 shall be opened at 1500 hrs. on 05.09.2011 in the Office of the Traffic Manager, Mormugao Port Trust, Admn. Bldg., Headland – Mormugao in presence of Tenderer/Tenderers' representatives, who may wish to be present. The Tenderers' representatives who remain present shall sign a register evidencing their attendance. Tenders shall be opened as per the following procedures.

- (a) In the first instance the cover containing the EMD shall be opened.
- (b) If the EMD is found to be in order, the cover containing Technical Bid will be opened. At the time of opening Technical Bid the salient details of Technical Bid, as considered appropriate by the Traffic Manager, MPT shall be read out.
- (c) The envelopes containing the Commercial/Price Bid shall not be opened. All the sealed Price Bids of the Tenderers shall be put in separate cover and sealed in the presence of the Tenderers' representatives. The sealed cover containing Price Bids shall be kept in the safe custody of MPT and shall be opened on subsequent date after short-listing of the Tenderers.

2. SCRUTINY AND EVALUATION OF THE TECHNICAL BID

- (a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the Tenderer fulfils the requirements, as stipulated in the tender document. The Bids, which do not fulfill the tender requirements, shall not be considered for further evaluation.
- (b) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all requirements of the tender document and is without deviations. The tender received with any

deviation/s or counter conditions shall not be considered for further evaluation.

(c) After the tender opening, the whole process involving scrutiny, clarifications, evaluations and comparison of tenders and recommendation regarding short-listing shall be confidential. Any efforts on the part of any Tenderer to influence the MPT in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning short-listing may result in rejection of the Tenderer's Bid.

(d) To assist the scrutiny, evaluation and comparison of tenders, the MPT may ask any tenderer individually for clarifications. Request for clarification and response thereto shall be in writing or through fax followed by post or through speed post. No change in Price Bid or substance of the tender shall be sought, offered or permitted. The tenderer shall not be permitted to withdraw the Bid before the expiry of the validity period during the process of clarifications.

3. OPENING OF COMMERCIAL/PRICE BID

(a) Tenders, which are found to be in conformity with MPT's Tender requirements, and are considered substantially responsive, shall be short-listed for opening of Commercial/Price Bid.

(b) The Tenderers short-listed after found to be qualified and responsive shall be informed about the date and time of opening of their Commercial/Price Bids. On the stipulated date and time, the Commercial/Price Bids of such Tenderers shall be opened in the presence of authorized representatives of such Tenderers who wish remain to be present. The Tenderers or their authorized representatives who remain present shall sign a register evidencing their presence at the time of opening of Price Bid.

4. EVALUATION OF COMMERCIAL/PRICE BID

(a) The successful Tenderers shall be selected for each transhipper/floating crane to be deployed at outer anchorage/west of breakwater and Mooring Dolphin 4&5 and Mooring Dolphin 5&6 based on the highest revenue share per ton on cargo handling charges quoted over and above the Reserve Price by the tenderer in his bid, for the contract period. In the event the successful tenderer withdraws the bid, the contract shall be awarded to the second highest Tenderer provided that the second highest Tenderer accepts the maximum revenue share per ton on cargo handling charges over and above the Reserve Price quoted by the highest Tenderer.

3.12 NOTICE AND AWARD OF CONTRACT :

Prior to the expiration of the prescribed period of tender validity or such extended time, the MPT shall notify the successful Tenderer by a fax followed by registered Letter of Acceptance (LoA) that his tender has been accepted.

.....

4. GENERAL TERMS AND CONDITIONS OF CONTRACT

4.1 DEFINITION AND INTERPRETATIONS :

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

1. **MPT or Employer** means the Mormugao Port Trust / Board of Trustees of the Port of Mormugao, a statutory body under the Major Port Trusts Act 1963.
2. **'Chairman'** means the Chairman of the Board and includes the person appointed to act in his place under Section 14 & 14A of the Major Port Trust Act 1963.
3. **'Traffic Manager'** means the Traffic Manager of Mormugao Port Trust or the Boards' official who has invited the Tender on its behalf or other officer as may be appointed from time to time by the employer with written notification to the Contractor to act as Traffic Manager for the purpose of Contract in place of Traffic Manager's so designated.
4. **'Contract'** means and includes Tender Documents, Instructions to Tenderers including Conditions of Contract, Technical and Price Bids, Annexure- Schedules, etc. any amendments thereto, Letter of Acceptance and Agreement entered into between the MPT and the Successful Tenderer as per format given in Annex-IV of the tender document.
5. **'Contractor'** means the Person or Persons, firm, corporation, or Company with whom MPT has entered into Contract and includes the Contractor's servants, Agents and Workmen, Personal representatives, successors and permitted assigns.
6. **'Approved/Approval'** means the approval in writing.
7. **'Day'** means calendar day.
8. **'Letter of Acceptance'** means the formal acceptance, made by or on behalf of the MPT.

9. **'Month'** means calendar month.
10. **'Officer-in-Charge'** means the Sr. Dy Traffic Manager, or any other officer as nominated by the Traffic Manager, Mormugao Port Trust.
11. **'Schedule'** means the Schedules annexed to this tender document including Appendices to Price Bid.

4.2 SECURITY DEPOSIT:

1. The successful Tenderers shall submit a Bank Guarantee towards Security Deposit equivalent to Rs.25 lakhs (Rupees twenty five lakhs only) for each facility within 2 (two) days from the date of receipt of Letter of Acceptance (LoA). The Bank Guarantee shall be issued by any nationalized/Scheduled Bank, Mormugao/Vasco Branch excluding Co-operative Bank covering the entire period of Contract plus six months claim period. A copy of the format of the Bank Guarantee is enclosed along-with the tender document at Annex-V.
2. The Bank Guarantee will be released to the Contractor within 30 days on receipt of an application therefore, after successful completion of the Contract to the satisfaction of MPT subject to payment, if any, due to MPT.
3. In case the tenderer withdraws the Tender or does not perform as per the contractual obligations, the Security Deposit shall be forfeited and MPT reserves the right to en-cash the Bank Guarantee.

4.3 The Contract & general obligations of the Tenderer

- 1 (a) The contract documents shall be drawn up in English language.
 - (b) The contract shall be governed by all relevant Indian Acts as applicable only within the jurisdiction of the Honorable High Court at Goa, State of Goa, India, including the following Acts:
 - i) The Indian Contract Act. 1872
 - ii) The Major Port Trust Act.1963
 - iii) The Workmen's Compensation Act. 1923

- iv) The Minimum Wages Act, 1948
- v) The Contract Labour (Regulation & Abolition) Act 1970
- vi) The Dock Workers Act. 1948
- vii) EPF Act 1952 & ESI Act 1948.
- viii) The Indian Arbitration Act, 1940 (in the case of definite Arbitration Agreement only).
- ix) The Indian Arbitration and Conciliation Act, 1996
- x) MPT - Licencing of Stevedoring Reg. 1987.
- xi) Mormugao Port Regulations.

2. After acceptance of his Tender / Offer and when called upon to do so by the Traffic Manager or his Representative the Tenderer shall, at his own expense enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term 'Contract' here-in-before shall collectively be the Contract.

3. Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Traffic Manager shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.

4. The Tenderer shall be solely responsible for the adequacy, stability and safety of all site operations, even if any prior approval thereto has been taken from the Traffic Manager or his Representative.

5. In case any damage to MPT property or to any equipment or employees occurs due to reasons attributable to the Tenderer, the Tenderer shall pay to the MPT, the cost of such damages as considered reasonable in the opinion of MPT.

6. The Tenderer shall make arrangements for deployment of all labourers and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, whenever necessary.

7 TRAFFIC MANAGER'S DECISION IS FINAL :

- (i) The whole of this operation to be done under this contract shall be carried out under direction of the Traffic Manager and his decision upon all question relating to the scope of work of the tender and shall be final and binding upon the tenderer and his decision on all questions and disputes arriving under or in connection with this contract or the carrying out thereof including any questions relating to the scope of work and meaning of contract or of any clause therein shall also be final and binding upon the tenderers.
- (ii) The geared / gearless panamax/ handimax vessels calling at the port for cargo loading / unloading operations at Mooring Dolphin 4&5 and Mooring Dolphin 5&6 by using Transhipper/ Floating crane shall be in separate queue for which the vessel agents shall have to nominate the vessels accordingly.

4.4 PENALTY:

i) In case Transhippers/Floating Cranes deployed at Mooring Dolphins 4&5 and 5&6 (not for Outer anchorage) is not available for cargo operations continuously for more than 2 hours in a day due to breakdown/maintenance the tenderer shall be liable to pay Rs. 10,000 per hour. Tenderer is allowed one day to carryout monthly maintainance with prior permission from the port.

ii) Whenever there is a shortfall in the expected daily output of 8000 MT/weather working day(WWD), the successful tenderer is liable to pay penal charges for the shortfall tonnage. In other words the vessel completion time will be calculated based on the daily output of 8000 MT WWD. In case the completion period is extended due to low daily output,

the penalty will be worked out on the total shortfall tonnage for the extended period multiplied by the quoted revenue share.

For eg. – If the parcel size is 50000 mt., the expected time of completion is 6.25 days (rounded off to 6 days i.e. 0.5 day will be treated as one day), whereas the actual days taken for completion is 8.33 days at the average daily output of 6000 MT per day, then the shortfall in tonnage per day is 2000MT X 2 (number of days)= 4000 MT X revenue share per ton.

4.5 TERMINATION OF CONTRACT :

i) In event of breakdown of Transhipper/Floating Crane continuously for three days, the successful tenderer shall make alternate arrangements to carry out cargo operations failing which contract shall be liable to be terminated.

ii) In the event of breakdown of originally specified/deployed Transhipper/Floating Crane continuously for 3 days the successful tenderer shall make alternate arrangements with other Transhipper/Floating Crane and subsequently, the original Transhipper/Floating Crane to be made available for operations and the tenderer shall not be permitted to continue with the alternate machine for the remaining contract period.

4.6 INDEMNIFICATION :

1. The Tenderer shall indemnify and keep indemnified and otherwise save harmless, the MPT, its agents and employees, from and against all claims, demands made against and / or loss caused and/or damages suffered and or cost, charges/ expenses incurred to and/or penalty levied and or any claim due to injury to or death of any person and or loss or damage caused or suffered to property owned or belonging to the MPT, its agents and employees or third party as a result of any acts,

deeds or thing done or omitted to be done by Tenderer as a result of failure on the part of the Tenderer to perform any of its obligations under this Agreement or on the Tenderer committing breach of any of the terms and conditions of Agreement or on the failure of the Tenderer to perform any of its statutory duty and/or obligations or as a consequence of any notice, action, suit or proceedings, given initiated, filed by any third party or Government Authority or as a result of any failure or negligence or default of the Tenderer or its, sub-contractor(s), or employees, servants, agents of such sub-Contractor(s), and/or invitees as the case may be, in connection with or arising out of this Agreement and/or arising out of or, in connection with the Tenderer's operation in the MPT. In case any damage occurs to the structure due to the Tenderer's operations, the same shall be made good by the Tenderer at his own risk and cost or the amount required for repair / replacement shall be deducted from the payment due to the Tenderer.

4.7 OTHER CONDITIONS :

1. Tender document is non-transferable and shall not be used by any other party than the party to whom it is issued.
2. Tenderer shall not sub-Contract the work without prior written permission from MPT.
3. The Tenderer shall be responsible for acts/omissions of his employees for all purpose and intents.
4. The Tenderer shall obtain Dock Entry Permits issued by MPT. Tenderer shall follow all the procedures for obtaining gate passes, as per the policy laid down by MPT from time to time.
5. The Tenderer shall make his own arrangements for transporting employees and material within the MPT.
6. During the currency of the Contract, in case of dispute between MPT and the Tenderer, the decision of the Chairman, MPT shall remain final and binding on both he parties. In case if Tenderer is not satisfied

with the decision of the Chairman, dispute shall be settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

The arbitration shall be by a panel of three Arbitrators, one each to be appointed by each Party i.e. Tenderer, the MPT and the third to be appointed by the two arbitrators appointed by the Parties.

A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other Party to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996.

The place of Arbitration shall be at Goa.

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and if, oral hearing take place, English shall be the language to be used in the hearings.

The procedure to be followed with the arbitration, including appointment of arbitrator / arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its

costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

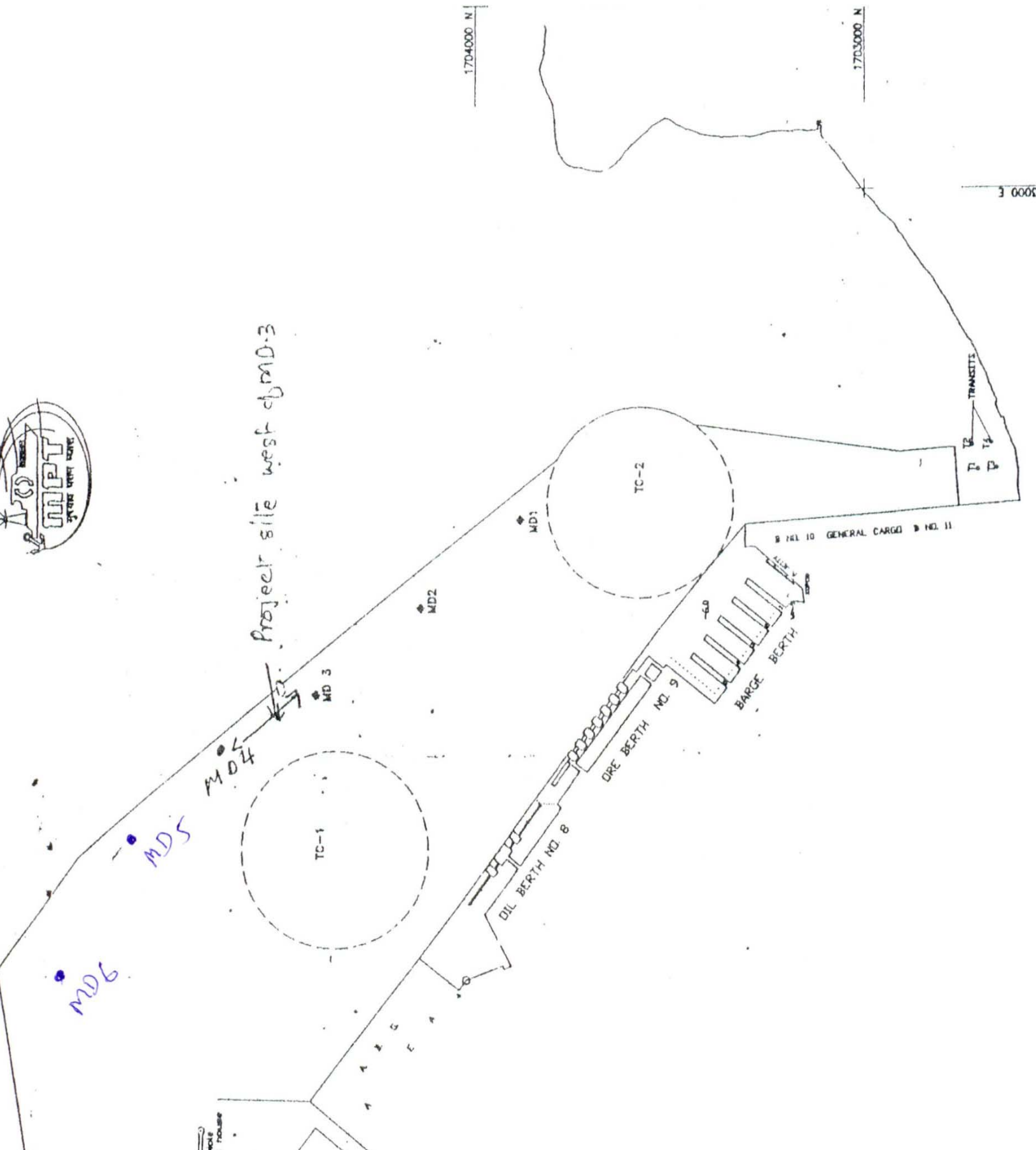
Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

7. Any dispute relating to the tender shall be subject to Jurisdiction of Court of Goa only.

8. MPT reserves the right to award the contract to one or more bidders.

SCHEMATIC DRAWING OF PORT AREA

ANNEX IA



LETTER OF APPLICATION CUM TENDER FORM

To be submitted on company Letter Head by the Tenderer indicating full postal address, telephone number/s, fax number/s, telex number, etc.

To,
The Traffic Manager,
Mormugao Port Trust,
Administration Bldg.,
Headland – Sada
Mormugao – Goa.

Sir,

Being duly authorized to represent and act on behalf of M/s.
_____ hereinafter the ‘Tenderer’ and
having fully understood Scope, Eligibility Criteria, Instructions to
Tender/s, Terms and Conditions of Contract and Draft Agreement, as
given in the Tender Document, the undersigned hereby submits the Bid
for the subject Works.

2. MPT and its representatives are hereby authorized to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from yours bankers & clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and to verify statements and information provided in this Tender and/or with regard to the resources, experience and competence of the Tenderer.

3. MPT representatives may contact following persons for further information :

For General & Managerial inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail ID	

For Technical inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail ID	

For Financial inquiries:	
Name of Contact Person	
Telephone number/s	
Fax number/s	
E-mail ID	

- 4.** This application is made in the full understanding that :
- i) Tenders received from Tenderers will be subject to verification of all submitted information.

- ii) We agree to abide by this Tender for the period of 6 days from the date fixed for opening of Technical Bid and it shall remain binding upon us and may be extended at any time, if requested by MPT, before the expiry of the validity period as given in this Tender.
MPT reserves the right to reject or accept any Tender in full OR in part OR to cancel the tender and to reject all tenders without assigning any reason. MPT will not be liable for any such actions and will be under no obligations to inform the Tenderer of the grounds therefore.
- iii) If our Tender is accepted, we confirm to commence work upon signing of Agreement and to provide the services during the Contract period.
- iv) If our Tender is accepted, we will submit a Bank Guarantee from any nationalized / Scheduled bank, Mormugao / Vasco Branch excluding Co-Operative bank towards Security Deposit amounting to Rs. ____ lakhs (Rupees _____ lakhs only) within 7days from the date of receipt of Letter of Acceptance. The amount and format of such Guarantee will be in accordance with the subject Tender, Conditions of Contract and Draft Agreement.
- v) Having examined Scope, Minimum Eligibility Criteria, Instructions to Tenderer/s, Terms and conditions of Contract and Draft Agreement, we hereby offer to carry out the work mentioned in the scope of work, in conformity to the terms and conditions of Contract.
- vi) We have assessed penalty and termination clause in the tender as stipulated by Port Trust and we agree to accept it.
- vii) Copy of last 3 years audited annual accounts i.e for 2007-08, 2008-09 and 2009 -10 is enclosed.

5. The undersigned declares that the statements made & the information provided in the duly filled Forms is complete, true and correct in every detail.

Witness

Signature
Name & Designation with Company seal
For & on behalf of (name of the Tenderer or Lead Member of Joint Venture

Signature
Name & Designation with Company seal

Witness

Signature
Name & Designation with Company seal
For & on behalf of (name of the Tenderer or Lead Member of Joint Venture

Signature
Name & Designation with Company seal

ANNEXURE-III

TENDER NOTICE NO. _____ dated _____ FOR OPERATIONS OF TRANSHIPPER/FLOATING CRANES FOR A PERIOD OF FIVE YEARS AT MORMUGAO PORT TRUST, ON COMMON / CAPTIVE USER BASIS AT OUTER ANCHORAGE (WOB) AND MOORING DOLPHINS 4&5 AND 5&6 ON COMMON USER BASIS.

PRICE BID

The Traffic Manager
Mormugao Port Trust
Administrative Building,
Headland-sada

Sir,

Having examined the instructions and details contained in the tender document, we, the undersigned offer our tender for for Transhipper / Floating Crane operations at outer anchorage/west of breakwater (WOB) on common/captive user basis and at Mooring Dolphin 4&5 and Mooring Dolphin 5&6 on common user basis for cargo handling for a period of 5 years from the date of award of contract at Mormugao Port Trust. for the subject work.

(i) **Mooring Dolphins –**

- a) We are willing to operate Transhipper/Floating Crane (choose the applicable machine) for handling of cargo at MD 4&5 on common user basis and hereby offer revenue share of Rs. ____ per ton (in words - _____) on cargo handling charges over and above the reserve price besides the CHLD levy and Transhipper Charges as per Scale of Rates.
- b) We are willing to operate Transhipper/Floating Crane (choose the applicable machine) for handling of cargo at MD 5&6 on common user basis and hereby offer revenue share of Rs. ____ per ton (in words - _____) on cargo handling charges over and above the reserve price besides the CHLD levy and Transhipper Charges as per Scale of Rates.

(ii) **At Outer Anchorage/WOB –**

- a) We are willing to operate Transhipper for handling of cargo at Outer anchorage/WOB on common and/or captive user basis and hereby offer revenue share of Rs. ____ per ton (in words - _____) on cargo handling charges over and above the reserve price; besides the CHLD levy and Transhipper Charges as per Scale of Rates.
- b) We are willing to operate Floating Crane for handling of cargo at outer anchorage/WOB on common and/or captive user basis and hereby offer revenue share of Rs. ____ per ton (in words - _____) on cargo handling charges over and above the reserve price; besides the CHLD levy and Transhipper Charges as per Scale of Rates.

Signature

MORMUGAO PORT TRUST

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ two thousand eleven BETWEEN the Board of Trustees for the Port of Mormugao, a body corporate under the Major Port Trusts Act, 1963 (herein under referred to as “the Board” which expression shall unless repugnant to the context of meaning thereof mean and include their successors and assigns) of the ONE PART and M/s. _____, having their registered office at _____ (hereinafter referred to as “the Contractor”, which expression shall unless repugnant to the context or meaning thereof, mean and include their heirs, executors, administrators, representatives and assignees or successors in office) of the OTHER PART.

WHEREAS the Board is desirous of transhippers/floating cranes operations on common and /or captive user basis at outer anchorage (wob) and mooring dolphins 4&5 and 5&6 on common user basis for a period of five years at MORMUGAO PORT TRUST from the date of award of contract; on the terms and conditions stipulated in the Tenderer’s tender dated _____ and read with the conditions contained in the tender documents attached to the above mentioned tender.

AND WHEREAS the Tenderer by their above mentioned tender has offered to execute such work, which tender has been accepted by the Board and such tender with correspondence, specifications, schedule, Amendments and acceptance thereof will constitute abiding contract between the Board and the Contractor.

AND WHEREAS the Tenderer has furnished to the Board, a Bank Guarantee/Cash/DD for a sum of Rs. _____ (Rupees _____ only) as Initial Security for the due performance and observance by the contractor of the terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

01. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
02. The following documents shall be deemed to form and be read and construed as part of this agreement.
 1. TENDER NOTICE
 2. SCOPE OF WORK & ELIGIBILITY CRITERIA
 3. INSTRUCTIONS TO THE TENDERERS
 4. TERMS & CONDITIONS OF CONTRACT
 5. LETTER OF APPLICATION CUM TENDER FORM (Annex – I)
 6. PRICE BID (Annex II)
 7. Schematic Drawing of Port Area. (Annex III)
 8. BANK GUARANTEE - (Annex IV)
 9. FORM OF AGREEMENT – (Annex V)
03. The Tenderer hereby covenants with the Board to execute the work in conformity in all respects with the provisions of the contract.
04. The Tenderer hereby covenants Transhipper / Floating Crane operations operations of transhippers/floating cranes on common and /or captive user basis at outer anchorage (wob) and mooring dolphins 4&5 and 5&6 on common user basis for a period of five years at MORMUGAO PORT TRUST from the date of award of the contract, (extendable for a further period at the discretion of the Port) at the times and in the manner prescribed by the contract.

05. IN WITNESS WHEREOF THE PARTIES HAVE placed their hand and seals, the day, month, year first above written.

THE COMMON SEAL OF THE TRUSTEES OF THE PORT OF MORMUGAO HAS HEREUNTO AFFIXED AND THE TRAFFIC MANAGER THEREOF HAS HEREUNTO SET HIS HAND IN THE PRESENCE OF DY. TRAFFIC MANAGER

1.

2.

SIGNED AND SEALED BY THE CONTRACTOR IN THE PRESENCE OF

1

2.

BANK GUARANTEE

MORMUGAO PORT TRUST
TRAFFIC DEPARTMENT

(FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT)

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called 'The Board') having agreed to exempt from _____ (hereinafter called 'The said Contractors') from the demand, under the terms and conditions of an agreement to be entered between the Board _____ and _____ for _____ (hereinafter called 'The said Agreement') of Security Deposits for the due fulfilment by the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ Bank _____ (Hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of the terms and conditions contained in the said agreement.

2. We, _____ Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date, i.e., from _____, we shall be discharged from all the liability under this guarantee thereafter.

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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 within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6. The Board authorised to enforce claim against the guarantee at the local branch of the Bank in Goa in case such an eventually of encashment arises.

7. We, _____ Bank lastly undertake to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____ 2006.

FOR _____ BANK