

**MORMUGAO PORT AUTHORITY**  
**Marine Department**

**Tender Cover page**

**Single-cover Quotation no. Marine/SE(M)/15K/2026/3 due on 21.04.2026**



आईएसओ 9001-2015 पत्तन  
AN ISO 9001-2015 PORT

**Single-cover Quotation**

**FOR**

**“Supply, Manning, Operation And Maintenance Of One(01) Number  
Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having  
speed of 15Knots for a period of Two(02) Months.”**

**Submission at 11.00 hrs on 21.04.2026**

**Website: <https://www.mptgoa.gov.in/>**

MORMUGAO PORT AUTHORITY  
MARINE DEPARTMENT, SO[M]-Section

**Short-notice Limited-tender**

Sealed quotations in **Single-cover** are invited in a sealed cover duly super scribed as

**Quotation for: “Supply, Manning, Operation And Maintenance Of One(01) Number Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having speed of 15Knots for a period of Two(02) Months”**

Name of Work & [Quotation no]	Supply, Manning, Operation And Maintenance Of One(01) Number Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having speed of 15Knots for a period of Two(02) Months [Marine/SE(M)/15K/2026/3]
Work Contract period	Two(02) Months from the date of Commencement of work
EMD	Rs. 17,370/- (Seventeen Thousand Three Hundred and Seventy Only) Bidder claiming exemption under MSE shall produce MSE registration certificate as per Clause 1.2.A.2 of this document, alongwith Bid Security Declaration as per clause 1.2.B. Note: Bidders not providing EMD / Bid Security Declaration (producing exemption (MSME) certificate) before due date and time shall be disqualified.
Cost of Quotation	Nil
Liquidated Damages	0.5% per week or part thereof, of delay of contract value subject to a maximum of 5% of contract value, GST @ 18% applicable. Details at Section-I, General Terms and Conditions, clause No 1.10.
Security Deposit	10% of the contract value as per Section-I, General Terms & Conditions, clause No 1.7.
Payment terms	100% payment on satisfactory completion of the works, acceptance by the Port and upon submitting undisputed bills alongwith relevant documents.
Bid Submission	11.00 hrs on 21.04.2026.
Bid Validity	<b>120 Days</b> from the due date of submission of the quotation.
Date of submission	21.04.2026 till 11:00 Hrs.
Date of Opening	21.04.2026 at 11:30 Hrs
Address for communication and submission of bid:	“Deputy Conservator, HoD - Marine department, 1st floor, AO Bldg, Mormugao Port Authority, Mormugao, Goa – 403804. (Clearly writing tender-no work-title and submission / opening date on outside envelope).
Contact	Phone :0832-2594804 / 0832-2594803
Enclosures [Total 24-pages]	SECTION – I [GENERAL TENDER TERMS & CONDITIONS] SECTION-II [TECHNICAL SPECIFICATION] SECTION-III [Annexure I to III, Form 1 to 5]
Website	<a href="https://www.mptgoa.gov.in/">https://www.mptgoa.gov.in/</a>

**1.0. GENERAL TERMS AND CONDITIONS**

**1.1. Cost of the Quotation Document: Nil**

**1.2.A. Earnest Money Deposit:**

1.2.A.1. The Bidder shall furnish an EMD of Rs. 17,370/- (Seventeen Thousand Three Hundred and Seventy Only), without EMD (except in case of Clause 1.2.A.2.) the quotation shall be treated invalid. The E.M.D. shall be submitted in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Vasco, Goa.

1.2.A.2. Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of EMD on producing self-attested valid supporting certificates issued by the governing body. Exemption towards payment of EMD will be extended only to **Micro and Small Enterprises & Startups**. **MSE bidders & Startups to submit the Bid Security Declaration format duly filled on letter head as per Annexure- III** failing which the Bid will be summarily rejected.

1.2.A.3. In the event of Bidder withdrawing his Bid before the expiry of bid validity period of 120 days from the date of opening of Price Bid, the Bid (Quotation) submitted by the Bidder shall be cancelled and EMD shall be forfeited.

1.2.A.4. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the Quotation enquiry.

1.2.A.5 In addition to above, the EMD shall be forfeited by the Port in the following events:

- i.) If the Bid is withdrawn or varied or modified in a manner not acceptable to Port during the validity or extended validity period as agreed by the Bidder.
- ii.) If the Bidder tries to influence the Bid evaluation, bid comparison or contract award decision.
- iii.) In case the Bidder, submits false certificate in terms of any documents supported to the Quotation / Enquiry.
- iv.) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage including the execution of the contract.
- v.) In case the Contractor abandons the work.

**1.2.B. Bid Security Declaration:**

1.2. B.1. The Bidder, registered with MSME, is required to submit the Bid security declaration as attached at Annexure-1. The Bid not accompanied with Bid security declaration shall be summarily rejected.

1.2.B.2. In the event of levying the penalty and/ or encashing of the Performance Security, GST is applicable and while imposing penalty GST as applicable shall be collected.

1.2.B.3. The bidder shall be disqualified/terminated and may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSE authorities if applicable, if

- i. the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- ii. the successful Bidder fails within the specified time limit to
  - a) Fail to commence the work on the specified date as per LOA/Work order.
  - b) If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
  - c) If any information or representation submitted by Bidder is found to be false or incorrect.
  - d) Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

### **1.3.1. Financial Eligibility Criteria:**

The Bidder shall submit self-attested viz – auditor's certificates / balance sheet /profit and loss statement for the three years ie 2022-23, 2023-24, 2024-25 along with the Bid.

### **1.3.2. Minimum Eligibility Criteria: The bidder/contractor shall possess relevant experience in execution of similar works. The following documents shall accompany the bid:**

- a) The contractor should be experienced contractor who have executed similar works in the last 7 years ending last day of month previous to the one in which quotations are invited. A copy of completion certificate for having executed similar works shall be furnished along with the bid which shall be verified before award of LOA/P.O.
- b) Certificate of Registration with PF Commissioner/ESI authorities and GST.
- c) Price Bid should be duly filled in. Bidders are advised to quote strictly as per the price bid.

**“similar works”** – means “Owning/operating and/or manning Pilot launch/Mooring Launch/ Security Patrol Boat/crew boat/Offshore Vessel/Barge/Dredger/Harbour tugs/ Supply vessels/Anchor handling Tugs/Ocean going tugs either on daily or monthly or yearly hire basis” or “shipyard/dockyard having constructed/Dry-Docking-repairs of Pilot Launch / Mooring Launch / Tugs / River Sea Vessels / Barge/ Other Floating Crafts” either to Central/State Government, Ports, PSU's or to any other reputed firms/ companies/ organizations.

### **1.4. Evaluation of the Bid:**

1.4.1. An offer shall be considered responsive and for evaluation if:-

- (i) it is accompanied by requisite cost of quotation document and EMD or exemption certificate as per clause 1.2.A.2 with Bid Security Declaration as at clause 1.2.B.
- (ii) the validity of the offer is same as stipulated in the quotation document,
- (iii) it meets the Minimum Eligibility Criteria and have furnished work order copy, work completion certificate copy and other documentation as indicated at clause 1.3.2.
- (v) The Bid is received by Port by Due date and time of submission including any extension thereof.
- (vi) The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the GST which shall be paid extra as applicable.
- (vii) The Price shall include all expenditure incurred towards mobilization and demobilization.

**1.4.2** Evaluation of offer will be based on the lowest price quoted among the responsive bids (as detailed in clause 1.4.1).

**1.4.3** Further, in order to promote the **MAKE IN INDIA INITIATIVE** by the Government of India, Class-I Local suppliers shall get purchase preference over Class-II local suppliers as well as Non-Local supplier as per the following procedure (Refer GCC Clause No. 1 definitions) :-

- a. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class-I Local supplier, the contract will be awarded to L1.
- b. If L1 is not a Class-I Local Supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
- c. In case such Lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder

**Note: The Class-I local supplier / Class-II Local Supplier shall submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies ) giving the percentage of local content.**

**1.4.4 Micro and Small Enterprises**, participating in the tender, quoting price within price band of L1+15 per cent will be allowed to execute the work by bringing down their price to L-1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Relaxation for Schedule Castes & Schedule Tribes and women Entrepreneurs upon furnishing of Certificates as per Order dated 23.03.2012 and letter dated 10.03.2016 received from Ministry of MSME, Govt. of India for procurement & Works Contracts.

### **1.5. Bid Validity:**

The Bid validity shall be 120 days from the due date of submission of the quotation.

### **1.6. Submission of Quotation**

1.6.1. The sealed envelope containing EMD / MSE Registration certificate & Bid Security Declaration, work order; completion certificate, valid Electrical License, TDS certificate should be superscribed as **“Supply, Manning, Operation And Maintenance Of One(01) Number Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having speed of 15Knots for a period of Two(02) Months”**, alongwith another sealed envelope superscribed as ‘PRICE COVER’, containing the duly filled price schedule and shall be dropped before the due date and time.

1.6.2. Bidder shall submit only one quotation by due date and time. In the event the Bidder is submitting more than one quotation, then all his quotations shall not be opened and summarily rejected.

1.6.3. The Bidder shall be allowed to be present during the opening of the quotation, in-case he/she desires to.

### **1.7. Security Deposit:**

Performance Security should be **10 % of Contract value** and should be submitted in the form of either a Demand Draft, NEFT/RTGS Insurance Surety Bonds or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee (BG) as per Format given in **Form-2** from any **Nationalized Bank** having branch at Goa and encashable at Goa or payment online in an acceptable form within **15 days** of issue of Letter of Acceptance.

The same will be refunded to the contractor after two months from the date of satisfactory completion of work and acceptance by Port.

The Board may, at its option, forthwith forfeit the above Security Deposit in whole or part, if in the opinion of the Board the contractor has failed to fulfill any or all of the conditions of this contract without prejudice to any and all rights of the Board to recover from the contractor any amount falling due to the Board through non-observance by the contractor of any of the clause thereof.

**1.8. Contract Period:** The Contract period is for Two(02) months from the date of commencement of contract and is extendable with mutual consent.

### **1.9. Payment Terms:**

- a) The monthly bill undisputed in complete shape i.e. duly supported with proof of payment towards ESI, PF, bank statements of wage disbursement with staff acknowledgements, valid insurance of the launch, crew list, log book, fuel and water consumption report, wage register, checklist and monthly reports etc. are to be submitted in form of hard copy to the office of the Deputy Conservator and payment will be made within 15 days from the date of submission of bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc. **The invoice should contain the following information:**  
Name of the customer: **MORMUGAO PORT AUTHORITY**  
GSTIN of customer: **30AAALM0293P1ZY**
- c) GST will be paid extra as applicable
- d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.
- f) Any claim for interest will not be entertained by the MPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the MPA in making payment.
- g) **Payment will be made only in INDIAN RUPEES.**
- h) The Contractor shall have to pay the wages to the crew as per Shipping practices and Shipping Laws or Laws of the State, as applicable but not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Chief Labour Commissioner, Ministry of labour and Employment, New Delhi, payable to the different categories of labourers. All payments to labourers shall be made through banks only. The same is required to be submitted along with monthly bills.

### **1.10. Liquidated Damages:**

In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages for delay to complete the work, a sum of 0.5% per week or part thereof of contract value subject to a maximum of 5% of contract value and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor. The GST @18% on LD will be deducted at the time of making payment to Vendors/Contractors.

**1.11. EPF/ESI:** Applicability of EPF and ESI Act.

The Bidder / Contractor shall ensure strict compliance of the labour laws including those under the Employees State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provisions Act, 1952 and rules and regulations framed therein.

The Bidder / Contractor shall ensure that the statutory contribution towards the Employee State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provision Act, 1952 in respect of the employees engaged by him are deposited with the authority concerned and a proof having deposited the contribution should be produced at the office of CME by 10th of the succeeding month in which the payment was due.

In the event any Bidder raises a dispute that he is not covered under the provisions of Employees State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provision Act, 1952 such Bidder should obtain Certificate from the Competent Authority of EPF under these Acts and produce the same documentary evidence at the office of the Marine Department.

The amount recovered if any, as statutory dues in respect of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 shall be released only after producing documentary evidence / no dues certificate from the authorities under these Acts.

**1.12. Security & Safety Requirements:** (as applicable)

It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. Further any insurance of the personnel as per regulations in force has to be taken care of by the contractor.

The contractor shall comply with all regulations imposed by the customs and Port security authorities in respect of the passage of vehicle, materials and personnel through customs and Port barriers. No photographs/films of the work or any part thereof and of Plant/premises shall be taken or permitted to the contractor without the specific approval of the General Administration Department of the Port.

**1.13. Gate Pass:**

Gate entry passes will be provided free of cost for the Security Launch crew and one supervisor during the contract period. However, RFID card to be purchased from Pass section at bidder's cost as per prevailing SOR.

**1.14. Injury/Damage to persons and property:**

i.) The contractor shall take all precautions while carrying out the contract work against any possible damage to Port property. Should any such damage be done by the contractor, he shall make good or bear the cost of making good the same, when brought to his notice, without delay to the satisfaction of the Engineer, failing which the same will be recovered from the bill.

ii.) The contractor shall indemnify the Port against any claim that may arise for any damage to or loss to Port property or injury caused to Port personnel or to any labour engaged by the contractor, during the execution of the contract. The Port will not be responsible for any failure on the part of the contractor or his agent to take necessary measures or precautions in this regard. In this regard contractor will be wholly responsible, if any injury/death of his person on duty, and contractor shall take necessary insurance policy to cover the staff while at work to meet any such eventualities.

### **1.15. Force Majeure:**

Notwithstanding anything in this contract to the contrary, neither the MPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

### **1.16. Personal Protective Equipment's:**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

### **1.17. Foreclosure of Contract**

Notwithstanding anything in the contract document, the contractor agrees that the Port shall be entitled to foreclose the contract on occurrence of the following events:

- i. In the event of breach of contract by the Contractor
- ii. An emergency or
- iii. for national security and /or national interest and /or public reasons.

Upon the occurrence of the events specified in the above (i),(ii) and (iii)above, the Port reserves the right to fore close the contract at any point of time during the contract period on the issue of the termination notice. The Port shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

### **1.18. Work not to sublet:**

The contract shall not be assigned or sublet.

### **1.19. Indemnification:** (if applicable)

The contractor shall be deemed to indemnify and keep indemnified the Port from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act,1989.
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision

## 1.20. Taxes:

The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

The Contractor shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of the Mormugao Port Authority (MPA) (formerly Mormugao Port Trust) to enable Port to avail eligible Input Tax Credit (ITC). The Contractor shall indemnify MPA from any loss of eligible ITC of GST paid by it to the Contractor based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the Contractor or non-compliance of GST Act/provisions. The Contractor shall remit such GST amount with applicable interest and penalties to the MPA within 7 days from the date of intimation by MPA about non-availing of eligible ITC. MPA also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by MPA.

## 1.21 Other terms and conditions:

- i) All tools and tackles shall be arranged by the Contractor at their own cost.
- ii) **The Bidders are advised to visit the site and get acquainted regarding the nature of the work involved at site conditions before quoting the rate.**
- iii) The technical specification at Section II and Price Schedule (Bill of Quantities) at Section III to be read in conjunction to ensure the actual supply and works involved.
- iv) Bidder/contractor shall be fully responsible for safety/security of job/ items at his worksite. Loss due to any damage towards this or bad workmanship shall be suitably recovered as decided by Deputy Conservator/MPA.
- v) The bidder/contractor shall maintain discipline & strict decorum while conducting themselves with the MPA launch/boat staff-crew, avoiding any acts of confrontation, misconduct, compromise, conflict, omissions, etc. and be diligent in building a harmonious relationship throughout the work.
- vi) The Contractor shall take utmost care during the execution of the work, if any damage to Port property, the cost of the damage shall be deducted from the Contractor's bill.
- vii) MPA reserves the right to change, alter, modify, add, subtract, increase, decrease, etc the quantities or close tender without giving any justification/reasons to make the contract more feasible.
- viii) Even if the contract is awarded, MPA reserves the right to reject the contractor and summarily stop the contract at any time midway during the pendency of the contract if MPA desired needs are not fulfilled or if in its opinion the service requirements are later found inadequate or unsatisfactory or for any reasons that may be undisclosed.
- ix) The contractor shall provide any other items which have not been specifically mentioned in the Price Schedule (Bill of Quantities), but which are found necessary for completion of the works without incurring any additional expenditure to the Port.
- x) The Contractor shall pay the labour engaged by him for the work a fair wage, as may be fixed by the Labour Department of the Centre as per the applicable Minimum Wages Act. The payment shall be strictly made to the labour by the contractor through Bank Account.
- xi) Address for communication and submission of bid:  
Deputy Conservator - Marine department, 1st floor, AO Bldg,  
Mormugao Port Authority, Mormugao, Goa – 403804.  
Phone: 0832-2594804.
- xi) Further amendments if any, visit our website <https://www.mptgoa.gov.in/>

**TECHNICAL SPECIFICATION****1.0. GENERAL**

Mormugao Port Authority invites quotation for the work of “**Supply, Manning, Operation And Maintenance Of One(01) Number Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having speed of 15Knots for a period of Two(02) Months.**”

**2.0. SCOPE OF WORK (SERVICES REQUIRED)****1.1 MANNING:**

- a) Patrol Boat to be manned suitably 24x7 basis round the year as per the Safe manning guide lines. **Applicable Regulations regarding immigration & Customs shall be followed.**
- b) Crew list to be submitted from time to time on change of any crew etc.
- c) Manning as per Statutory Requirement
- d) **OPERATION:** The Security launch shall be to be used for various services required by MPA including patrolling Port areas and Outer Anchorage, chasing erring crafts, ships, barges, fishing vessels at speeds of 15 knots or more, intercepting them, going alongside the vessels to facilitate the CISF personnel to board the vessels, transportation of Pilots/CISF-personnel between MPA Harbour and Pilotage point. The patrolling operations with security personnel (five personnel with arms and ammunition) shall be carried out round the clock (24 hours a day) and other services as directed by the Controlling Officer, the Deputy Conservator throughout the contract period. The Security launch may be occasionally deployed for the services required by EMPLOYER including but not limited to:
  1. Towing of other small crafts.
  2. Salvage operations on emergency situations.
  3. Hydrographic survey of Port Navigational Channel.
  4. Any other operation as conventionally performed by Harbour craft.

1.2 **MAINTENANCE:** The Security launch shall be maintained by the contractor at their own cost throughout the contract period, in compliance with Class and statutory requirements. This includes maintenance of navigational equipment, deck and engine room machinery as per Maintenance Schedule, upkeep of LSA and FFA as per the approved plan, and ensuring all statutory and Class certificates remain valid. The contractor shall also carry out periodic painting, including application of anti-skid paint where required, arrange all necessary spares, and perform hull cleaning using appropriate equipment, ensuring environmentally compliant waste disposal. All costs incurred towards maintenance, staff wages, victualling, insurance, (vessel, crew, and third-party liabilities), repairs, Drydocking, spares, mobilisation, demobilisation, consumables, surveys, certifications, and compliance with statutory and Class requirements shall be borne entirely by the contractor. Any work, service, or responsibility not specifically mentioned above but necessary for the overall upkeep, fulfilment of the Employer's requirements, operational readiness, or statutory/Class compliance of the Security Launch shall be deemed to be included in the scope of the Contractor at no additional cost to the Employer.

1.3 **DRYDOCKING:** The vessel to be dry-docked as per statutory classification requirements. The entire drydock and associated works to be taken up and expenses borne by the operator.

1.4 The Class Certificate, Insurance Policy of the boat and crew etc. to be valid at all times during the period of contract. Annual Inspection of the boat as per Class requirements and renewal of Insurance Policy annually to be carried out and copies of the

Certificates & Insurance Policy are to be submitted to the Deputy Conservator or his representative.

### **1.5 DOWN TIME:**

- The Operator shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the Boat. The downtime of **02 days** will be credited in the beginning of contractual period. The Operator can avail a maximum accumulated down time up to **2 days** at any point of time during the currency of the contract to carry out any work/repair.
- If the downtime availed exceeds 2 days, the operator shall provide Substitute Security Launch.
- The Operator must take prior permission of the Deputy Conservator, Mormugao Port Authority before laying up the Boat to carry out any maintenance work.
- During the permissible downtime availed by the firm, charter rate will be paid. However, if the availed down time is not earned by providing satisfactory service, the charter rate would be deducted as applicable.

### **1.6 SUBSTITUTE BOAT/ Substitute Security launch**

Considering the requirements of the Port, the contractor shall deploy sister/similar/substitute Security launch with similar/better specifications (in seaworthy and efficient condition and should be in possession of all necessary valid certificates), at no extra charge to the Employer, of similar or higher capacity from 3<sup>rd</sup> day onwards after availing 2 days of downtime, whenever the original offered Security launch is not available for operations.

Similar/ better Security Launch means Security Launch meeting the basic tender requirements and having the same speed (Minimum 15Knots), for same or less fuel consumption of the original offered Security Launch. If the fuel consumption of the substitute Launch is more than that of the offered Launch, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills.

**1.7 If the Security Launch fails to perform/provide service fulfilling the contractual obligations**, penalty as follows will be imposed after allowing to avail maximum down time of 3 days. Thereafter

- a) 1 to 23 hours = 25% of hire charges per hour + Non-payment of hire charges per hour on pro rata basis.
  - b) 1 to 7 days = 25 % of hire charges per day + Non-payment of daily hire charges.
  - c) 8 to 14 days = 50% of hire charges per day + Non-payment of daily hire charges.
  - d) 15 to 21 days=75% of hire charges per day + Non-payment of daily hire charges.
  - e) 22 to 30 days=100% of hire charges per day + Non-payment of daily hire charges.
- If the BOAT is not available for more than one hour, it would be considered as the boat is not available for operations. If the Boat is not available for 1 hour or part thereof, it would be considered as full hours, Say for 1 hour 20 minutes, non-availability will be considered as 2 hours and so on.
  - If the Security Launch is required to be dry docked as required by Classification Society or for any other reason whatsoever, the Contractor will be permitted to dry dock the Security Launch to maintain her Class with the prior approval of Deputy Conservator. However, the Dry Docking Charges will be borne by the Contractor but no hire charges will be paid for that period and damage charges will be levied as per above. In case Security Launch sails for dry docking, contractor shall provide a substitute Security Launch of similar/better specifications at the daily hire rate quoted in tender, irrespective of any downtime/paid maintenance period at the credit of contractor's account.

- In case of non-availability, hire charges will be deducted on pro-rata basis taking in to consideration non availability hours. The penalty would be recovered from the running account bill payment due to the firm or firm would have to make the payment as applicable.

### **1.8 PENALTY FOR LOWER SPEED:**

The Port reserves the right to check the speed of the Patrol Boat at its discretion at any time during the currency of the contract. In case, the speed of the patrol boat falls below **15 knots**, MPA reserves the right to impose penalty per day or part thereof @ **05 %** of the per day hire charges for every short fall of 1 knot speed, or part thereof of reduced speed. However, if the speed of the boat falls below **10 knots** or continues, the Charterer (MPA) reserves the right to terminate the contract as per **Clause No.4 of GCC**.

### **1.9 JOINT VENTURE / CONSORTIUM:**

No Joint Venture/ Consortium of members are allowed to participate / bid in this tender.

**2.0 FACILITIES TO BE PROVIDED BY MPA:** During the contract period, MPA will provide berthing facilities, shore power supply when the Launch is berthed at the Wet Basin, fresh water and fuel{Low Sulphur High Flash High Speed Diesel (LSHF HSD)} on Port account.

**2.1 DELIVERY PERIOD:** The contractor shall deliver the launch in sea worthy and efficient condition and should be in possession of all necessary valid certificates as per the schedule given below.

1. Readily available Boat **not more than Fifteen(15) years old**: Within 07 (seven) days from the date of issuance of Letter of Acceptance (LOA) by the Employer.

**2.2 CERTIFICATES:** The Contractor shall comply with all acts, regulations and bye laws related to operation of a Launch in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping etc. for deploying the Launch for service in the port, before the Launch is put into service.

**2.3** The brief specification given to cover the principal requirements. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge. The Launch should be complete in all respect as per Port's requirements and to be commissioned to the entire satisfaction of the Deputy Conservator for this contract or his authorized officers. General arrangement plan and all other relevant technical details of the Launch must be submitted along with the technical bid.

1. **LOA:** Length Overall (LOA) of launch to be minimum 15meters, maximum 25 Meters.
2. **Beam:** 4 to 5 Meters approximately.
3. **Depth:** Not less than 2 Meters, should have a freeboard of not less than 1.5m
4. **Draft:** Not more than 1.5 Meters (fully loaded condition)
5. **Speed:** Minimum **15Knots** under normal weather conditions.
6. **Complement:** 10 Persons (including 5 persons/Pilots and manning crew).
7. **Manning:** As per requirements of statutory body.
8. **Engines:** 2 no's Marine Diesel engines with matching hydraulic gearbox and twin screw.
9. **DG (Diesel Generator) Sets:** 1no DG set.
10. **Construction:** Steel / FRP/Aluminum hull with ship building quality with international colour coding of Red hull and white FRP/Aluminum superstructure with 'Security Launch' painted on the superstructure. The fendering should be adequate to meet the standard shipping requirements. There should be adequate deck space for pilots to

board and disembark ships.

- 11. Design:** The General Arrangement Plan has to be approved and accepted by Mormugao Port Authority. The Launch has to be under Class during the Contract period.
- 12. Classification:** Maintained under IACS class or IV Act or RSV type-I.
- 13. Registration:** Under the M.S. Act or IV act.
- 14. Equipment:** AIS, GPS, VHF – 2 no, Compass, LSA including Life Raft & FFA as per rules & one branded marine searchlight. As per statutory requirements.
- 15. Age:** Not more than 15 years ending last day of month previous to the one in which tender is invited.
- 16. Pilot Accommodation:** Air conditioned, in a separate cabin on deck level, with seating for at least 5 persons/Pilots with view in the forward direction, toilet with wash basin, adequate ventilation and a folding table with lighting arrangements and VHF (Fixed).
- 17. Endurance:** Fuel tank capacity minimum for 08 hours continuous operations at full speed.
- 18. Working hours:** Working hours for the Launch is round the clock on all days in all weather conditions.
- 19. Pilot landing platform:** The Security Launch should have sufficient deck space for smooth embarkation/ disembarkation of Pilots from ships.
- 20. Battery Backup:** For Navigational Equipment's, Emergency Light & as per class requirement.
- 21. Fuel Consumption:** The Port shall supply fuel for the operations. However, fuel consumption shall not exceed **45.23 litres per hour**. In the event that fuel consumption exceeds this limit, the Employer reserves the right to recover the cost of the excess fuel consumed from the Contractor's monthly bills. Such recovery shall be based on the prevailing fuel rates and calculated in proportion to the excess usage.

**2.4 INSURANCE:** The Insurance of the launch including the staff to be deployed for the Port operations and for the dry-docking of launch shall be arranged by the contractor. The contractor shall obtain Insurance coverage from IRDA approved Insurance Company. The contractor is required to take the following policies/ coverage:

- 1) All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with "ITC Hull Clause" with Earthquake, War, SRCC extension.
- 2) Insurance policy cover to be taken by the contractor which covers:
  - a. Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical & Funeral Expenses as well as repatriation cost.
  - b. Third Party liability towards death / bodily injury as well as property damage.
  - c. Wreck Removal.
  - d. Accidental Pollution Liabilities.
- 3) Standard Workmen's compensation policy covering all the employees of the contractor on shore because Masters & Crew members are covered under P&I.
- 4) CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under Insurance Policy. However if the port provide office inside wharf area /anywhere within confines of the Port, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/death & Property Damage).

## **2.5 SPECIAL TERMS AND CONDITIONS**

- i)** The firm is advised to visit the site and get acquainted regarding the nature of the work involved at site conditions before quoting the offer.
- ii)** The firm should engage skilled service personnel with the relevant required tools and equipment's required.
- iii)** The contractor personnel engaged in the work shall follow all safety, security and General Rules enforced by Mormugao Port Authority (MPA) and the firm will solely be responsible for the same.
- iv)** MPA will not be responsible for any loss or damage of the men / materials / tools / plants engaged by the firm during the work at site / transportation.
- v)** No advance payment will be made.
- vi)** Final payment will be made only after satisfactorily completion of the work.
- vii)** The Contractor shall complete the work in all respect to the satisfaction of the Engineer-In-Charge or his representative.
- viii)** Approved safety gears shall have to be provided to the personnel by the contractor for the staff engaged.
- ix)** The contractor is responsible for the safety of personnel and must take necessary precautions, including securing insurance coverage for all individuals involved in the operation.

**PRICE BID****ITEM RATE BOQ**

**Tender Inviting Authority:** MORMUGAO PORT AUTHORITY, MARINE DEPARTMENT, FIRST FLOOR, AO BLDG, HEADLAND SADA GOA 403804.

**Name of Work:** “Supply, Manning, Operation And Maintenance Of One(01) Number Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having speed not less than **15Knots** for a period of **Two(02) Months.**”

**Tender No.:** MARINE/SE(M)/15K/2026/3

Name of the Bidder/ Bidding Firm / Company				
<b><u>PRICE SCHEDULE</u></b>				
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid shall be summarily rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )				
Sr. NO.	Description	CHARTER HIRE RATE PER DAY (BASIC RATE EXCLUDING GST) in Rupees (A)	Number of days (B)	Hire charges in Rupees (A x B)
1	Hire charges per day for the Contract period of Two(02) Months.		60	
2	<b>Total</b>			

**Date:**

**Signature & seal of the contractor**

**Note:** The Price shall include all expenditure incurred towards mobilization and demobilization.

1) TECHNICAL DETAILS OF SECURITY LAUNCH OFFERED

SL.NO.	DESCRIPTION	BIDDER'S RESPONSE
<b>A. GENERAL PARTICULARS</b> (attach the documents in support of the information provided)		
1	NAME OF THE LAUNCH	
2	OFFICIAL NUMBER	
3	CALL SIGN	
4	GROSS TONNAGE	
5	NET TONNAGE	
6	DATE OF BUILT OF THE LAUNCH	
7	FLAG/NATIONALITY	
8	PORT OF REGISTRY	
9	REGISTRATION (M.S. Act or IV act or RSV-I.)	
10	CONFIRMATION THAT THE OFFERED LAUNCH IS BUILT & MAINTAINED UNDER IACS class or IV Act or RSV type-I.(attach supporting documents).	
11	HULL MATERIAL	
12	NAME & ADDRESS OF CLIENT(S) USED THE OFFERED LAUNCH EARLIER , IF ANY	
<b>B. TECHNICAL DETAILS</b> (attach the classification society approved general arrangement drawings of the vessel to support the information provided)		
1	LENGTH OVERALL (LOA)	
2	BEAM	
3	DEPTH	
4	FREE BOARD	
5	DRAFT	
6	SPEED (KNOTS)	
7	COMPLEMENT CAPACITY	No of Crew: No. of personnel:
<b>C. MAIN PROPULSION ENGINE PARTICULARS</b>		
1	NO. OF MAIN PROPULSION ENGINES	
2	BHP PER ENGINE	
3	TYPE OF FUEL OIL	
<b>D. AUXILIARIES</b>		
1	TOTAL NUMBER OF DG SETS ON BOARD	
<b>E. OTHER PARTICULARS</b>		
1	FUEL TANK CAPACITY	
2	FRESH WATER CAPCITY	
3	COMMUNICATION EQUIPMENT AS PER CLASS	Yes/No
4	NAVIGATION EQUIPMENT AS PER CLASS	Yes/No
5	LSA/FFA AS PER CLASS	Yes/No
6	-AIR CONDITIONED	Yes/No
	-SEPARATE CABIN ON DECK LEVEL	Yes/No
	-SEATING FOR TOTAL FIVE PILOTS	Yes/No
	-VHF( FIXED)	Yes/No
7	Validity of Class Certificate till	
8	Last Dry-Docking carried out on	

Date:

BIDDER'S SIGN WITH SEAL

**BID SECURITY DECLARATION FORM**

**(To be executed on bidder's letter head by MSE bidders only)**

Date: \_\_\_\_\_

Ref. e-Tender No.: **Marine/SE(M)/15K/2026/3**

To,  
The Deputy Conservator,  
MPA, Headland Sada Vasco.

**Sub. :** Supply, Manning, Operation And Maintenance Of One(01) Number Security Launch With Steel/FRP/Aluminium Hull On Hire Basis having speed of 15Knots for a period of Two(02) Months.

I/We, the undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with MPA for a period of three (3) years from the date of notification if I am /We

- a. are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fails to commence the work on the specified date as per LOA/Work order and/or.
- f. Fails to sign the Agreement AND / OR furnish the required Security Deposit.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of \_\_\_\_\_(insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**Corporate Seal (where appropriate)**

**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

*(To be executed on stamp paper/s of Rs.500/-)*

**Tender no. MARINE/SE(M)/15K/2026/3**

In consideration of the Board of Members, Mormugao Port Authority (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (hereinafter called "the said Contractor(s)" for the work of '.....

.....', (hereinafter called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs. .... (Rupees .....

only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ..... (indicate the name of the Bank) (hereinafter referred to as the "Bank") with IFSC No.-----and Branch at----- hereby undertake to pay to the Board an amount not exceeding Rs.....(Rupees..... only) on demand by the Board.

2. We ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).

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

4. We..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Officer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharge this guarantee.

5. We..... (indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We..... (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
8. The Board is authorized to enforce claim against guarantee at the local branch of the Bank in Goa, in case such eventuality of encashment arises.
9. This Guarantee shall be valid upto ..... unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within 6 (six) months from the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.
10. **Following are the receiver details for this Bank Guarantee.**
  - a. **Favour: Mormugao Port Authority**
  - b. **IFSC Code: ICIC0000226**
  - c. **Branch: Vasco Branch**

**While issuance of the bank Guarantee (BG), the above receiver details must be mentioned in the BG and in which SFMS IFIN 760 message is to be sent by the issuing bank to establish the authenticity of the given BG.**

Dated the ..... day of ..... For .....

(indicate the name of the Bank)

(Should be typed in the Firm's /Contractor's official letter head)

**UNDERTAKING**

We, M/s.....acknowledge, undertake and agree that our employees / labourers shall at all times observe and comply with relevant legislations and procedures/rules related to safety, Environmental and security aspects. We also confirm that,

- 1) The Employer (MPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the Employment of M/s..... or any Subcontractor of M/s.....or any other person deployed by us for work inside Port premises.
- 2) **Employer liability Insurance** : M/s..... shall indemnify and keep indemnified the Employer i.e. MPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of M/s..... or our subcontractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer (MPA) shall be at liberty to deduct or adjust from the bills of M/s..... an amount the Employer (MPA) may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation to any accident or injury referred to above without any reference to M/s.....
- 3) M/s..... shall comply with all the Central State and Muncipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations and Abolition) Act,1970 and the contract labour (Regulations and Abolition) Goa Rules and rules there under and the enactments that may be applicable including ESI Act, the Payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and to Muncipal by-laws or other Statutory Rules and Regulations whatsoever in force, if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility M/s..... and the MPA will take no responsibility for the same. M/s..... shall take Workmen's Compensation policy for their workers ,who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- 4) M/s.....are liable to pay all statutory compensation to the Labourers / persons engaged by as for the satisfactory execution of the works. If any claim is made against Mormugao Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount/BG payable to M/s..... after verification of the validity and if admissible as per rules.
- 5) **PERSONAL PROTECTIVE EQUIPMENTS:**  
M/s..... shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by their staff at site.
- 6) In case of unforeseen incident/accidents including the Employees engaged by us the responsibility and accountability for such Incident/accident, which may lead to fatality including death, financially and legally lies with only M/s..... or our subcontractor. MPA and its officers are no-way responsible.

Place:  
Date:

Signature:  
Seal:

## Specimen Bank Guarantee Form for EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper] \_\_\_\_\_

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of Trustees of the Mormugao Port Authority, "Saarasi", A.O. Bldg., Headland Sada, Mormugao, Goa – 403804

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

**Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly**

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;  
or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer;  
or
  - (ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

**“Notwithstanding anything contained herein:**

- a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);**
- b) This Bank Guarantee shall be valid upto \_\_\_\_\_ and claim period upto \_\_\_\_\_**
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”**

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date \_\_\_\_\_

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so-should also be enclosed]

**INDEMNITY BOND**

(To be furnished in Stamp paper not less than Rs.100 Stamp paper) This deed of indemnity is executed by .....herein after referred to as 'Indemnifier' which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrator, representatives and assignees in favour of Mormugao Port Authority, "Saarasi", A.O. Bldg., Headland Sada, Mormugao, Goa – 403804, herein after referred to as 'indemnified' which expression shall unless repugnant to the context or meaning thereof include its representatives and assignees witnesses as to.

Whereas the indemnified herein as awarded to the indemnifier herin a Tender/Contract or for supply of / Construction of ..... on terms and conditions set out interalia in the Work Order No.....valued at Rs.....

AND Wheareas, the Clause No... of the above mentioned work order provides for indemnifying the indemnified by the indemnifier for any accident, damage or compensation payable to any workmen or other person in the employment of the contractor or any sub contractor during the period of tender/contract.

AND whereas, the indemnifier hereby irrevocably agrees to indemnify the indemnified against all damages or compensation payable at law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or sub-contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the indemnified shall be at liberty to deduct or adjust from the bills payable to the indemnifier by the indemnified for an amount that the indemnified may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the indemnifier.

The indemnifier shall comply with all the Central, State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition)Act,1970 & the contract labour (Regulations & Abolition) Goa Rules and rules there under and the enactments that may be applicable including ESI Act, the payment of Wages Act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, the Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable .Any obligations finding or otherwise missed under any statutory enactments Rules & Regulations there under shall be the responsibility of the indemnifier and the indemnified will have no responsibility for the same.

The indemnifier shall obtain Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the ESIC immediately after commencement of the work.

The indemnifier is liable to pay all Statutory Compensation to the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against indemnified arising out of this work, the Port shall have the right to deduct the same from the bill amount payable to the indemnifier after verification of the validity and if admissible as per rules.

The indemnifier shall ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, safety harness or any other equipment as required depending on nature of work by his staff at site.

In addition to complying of the above, the indemnifier hereby undertakes to indemnify the indemnified against any unforeseen incidents/accidents, which may lead to fatality including death, permanent/partial disablement, injury, financial loss, legal issues or any other etc of the labourers / workmen's / staffs of the contractor / sub-contractor for which the indemnified and its officers / representation are in no way responsible.

For..... INDEMNIFIER  
(Signature with name and Designation) Company Seal

Station:  
Date :

Witness: 1.....  
Signature with Seal, Designation &Address

2.....  
Signature with Seal, Designation &Address

**CHECK LIST****Form 5****SCHEDULE FOR CHECKLIST OF DOCUMENTS SUBMITTED**

Sl. No	Description		Bidder's Response		
			If		NO
			YES	Page no.	
1	EMD of Rs. <b>36,000/-</b> BG from Nationalized / Commercial Banks.		BG No.:		
	<b>OR</b> Udyam Registration/ Startups Certificate	UDYAM no	No.:		
		Type: Micro /Small/ Startups			
2	Entire Quotation document duly <b>signed &amp; seal</b>				
3	Copy of GST Registration Certificate.				
4	Copy of PAN card.				
5	Copy of ESI Registration Certificate	If not registered then undertaking	No:		
	Copy of EPF Registration Certificate		No:		
6	Copy of work orders/LoA/Agreements				
7	Completion Certificates issued by the Client				
8	TDS certificate showing tax deduction by client				
9	Annexure-I				
10	Annexure-II				
11	Annexure-III				
12	<b>Security Launch:</b> Valid Class Certificate (IACS) or IV Act or RSV type-I, Registration Certificate and GA plan copy to be submitted.				
13	Self-attested <b>Auditor reports/ Audited Balance Sheets /Profit &amp; Loss account statements</b> of <b>03</b> years.				
14	<b>Form 2</b>				

Signature &amp; seal of the bidder