

# MORMUGAO PORT TRUST

## MARINE DEPARTMENT

TENDER No. DC/G-24(A)/2016



An ISO 9001 : 2008 Port  
ISPS CODE Compliant

### TENDER FOR

**SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS  
LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS  
ON “NO CURE NO PAY” BASIS.**

Due at 1030 hrs on 31.10.2016

Website : [www.mptgoa.com](http://www.mptgoa.com)



**MORMUGAO PORT TRUST**  
**MARINE DEPARTMENT**

Notice Inviting Tender

**TENDER No. DC/G-24(A)/2016**

**TENDER FOR SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS  
LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE  
NO PAY” BASIS.**

Pre Bid Meeting Date & Time : 30.09.2016 at 11.00hrs

Due date & time : 31/10/2016 at 1030 hrs.

Cover I opening : 31/10/2016 at 1100 hrs.

**Refer Website : [www.mptgoa.com](http://www.mptgoa.com)**

**Deputy Conservator**

**MORMUGAO PORT TRUST**

**MARINE DEPARTMENT**

**TENDER No. DC/G-24(A)/2016**

**TENDER FOR “SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE NO PAY” BASIS.”**

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**EMD : Rs.20,00,000/-**

Tenders will be opened in Conference Room at the “Office of the Deputy Conservator, Mormugao Port Trust”.

**Due at 10.30 hrs. on 31/10/2016**

**MORMUGAO PORT TRUST**  
**MARINE DEPARTMENT**

**NOTICE INVITING TENDER (NIT)**

Details about tender:

Tender inviting	DEPUTY CONSERVATOR, MORMUGAO PORT TRUST
Tender No.	<b>DC/G-24(A)/2016</b>
Name of Work	“SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE NO PAY” BASIS.”
Bidding Type	Open Tender under two cover system <ul style="list-style-type: none"><li>• <b>Cover I - EMD and Tender Fee, wreck removal agreement (Section-II,III,IV)</b></li><li>• <b>Cover II –Wreck removal agreement (Section-I) ( Rates/Prices in Separate Cover)</b></li></ul> All the covers shall be sealed in the main cover and submitted on or before the due date.
Tender Cost	Rs.10,000/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.
EMD Cost	Rs. 20,00,000/- in the form of Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa
Security Deposit	10 % of the contract value in the form Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa
Commencement Period	Within 30 days from signing of the agreement.
Period of Contract	Within 120 weather working days with leave to extend 30 weather working days.

Pre-qualifying Criteria :	<p><b>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</b></p> <p>i) The <b>Average Annual Financial Turnover</b> during the last Three (3) years ending 31<sup>st</sup> March 2016 should be at least Rs. 1,50,00,000/- ( Auditors report in original certified by CA, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L A/c and balance sheet.</p> <p>ii) Under water Inspection of the ship wrecks can be made on any working days. Which is mandatory for submitting the Price bid. The cost to be borne by the tenderer.</p> <p>iii) The bidder should have experience of at least 7 Years in the underwater salvage field and carried out at least 5 wreck removal jobs in the past successfully. For prequalification the criteria will be as follows;</p> <p>a) Three similar works with each work having a value of at least Rs.1.25 crores</p> <p style="text-align: center;">or</p> <p>b) Two similar works with each work having a value of at least Rupees 1.50 crores and above.</p> <p style="text-align: center;">or</p> <p>c) One similar work to the value of Rupees 3.00 crores</p> <p><b>PI Note:</b> The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2013-14, 2014-15 and 2015-16 (original copy certified by CA with P/L a/c and balance sheet), work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p>
Date & Place of Pre Bid Meeting	30.09.2016 at 1100 Hrs at Conference Room, Office of Deputy Conservator, First Floor MPT Administrative Office Headland Sada Goa
Date of submission of bids	31.10.2016 at 1030 Hrs.
Date of Opening of bids	31.10.2016 at 1100 Hrs. The tender Cover –I will be opened first for Technical Qualification. The Cover-II opening date and time will be informed later on.
Bid Validity Period	180 days from the last date fixed for receiving the tender.
Seal and Sign the Tender documents	<ul style="list-style-type: none"> <li>• Tender documents duly signed and sealed by authorized person for acceptance of tender without any deviation.</li> <li>• No addition , deletion and alteration in the documents by the bidders,</li> </ul>
Address for communication:	<p><b>Deputy Conservator,</b>  Marine Dept.,First Floor  Mormugao Port Trust,  A.O. Bldg, Headland Sada,  Mormugao, Goa – 403804.</p>
Contact Details	Phone :0832-2594701 2594801; Email : <a href="mailto:dc@mptgoa.com">dc@mptgoa.com</a>
Website	<a href="http://www.mptgoa.com">www.mptgoa.com</a>

## **INSTRUCTION TO TENDERERS (ITT)**

- 1.1 Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of “the underwater salvage field and carried out the wreck removal jobs in the past successfully”.
- 1.2 The Complete Tender document may be downloaded from the Port’s web site [www.mptgoa.com](http://www.mptgoa.com). Such down loaded documents shall be considered valid for participating in the Tendering process. However, the cost of Tender Document shall be payable by separate DD along with Earnest Money Deposit and shall be submitted in separate covers, in Cover-I.  
Bidder is required to submit their tender offer in the form of Two cover system on or before due date (Refer NIT). The tender received after the due date and time will not be entertained. The time of opening of technical bid is as indicated at NIT.
- 1.3 The Notice Inviting Tenders (NIT) issued by MPT forms part of the Tendering Documents.
- 1.4 The Bidder shall make his all out efforts to ensure the correctness of Documents available on the Web site. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from MPT.
- 1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

### **1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)**

- 1) The **Average Annual Financial Turnover** during the last Three (3) years ending 31<sup>st</sup> March 2016 should be at least Rs. 1,50,00,000/- ( Auditors report in original certified by CA, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L a/c and balance sheet.
- 2) Under water Inspection of the ship wrecks can be made on any working days. Which is mandatory for submitting the Price bid. The cost to be borne by the tenderer.
- 3) The bidder should have thorough experience of at least 7 Years in the underwater salvage field and carried out at least 5 wreck removal jobs in the past successfully. For prequalification the criteria will be as follows;
  - a) Three similar works with each work having a value of at least Rs.1.25 crores  
or
  - b) Two similar works with each work having a value of at least Rupees 1.50 crores and above.  
or
  - c) One similar work to the value of Rupees 3.00 crores.

'SIMILAR' Works – means “underwater salvage field and carried out the wreck removal jobs in the past successfully.

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

#### **1.6 LAST DATE FOR SUBMISSION OF TENDER**

Tender Document can be submitted only in the designated two cover system as per NIT on or before 31/10/2016 by 10.30hrs.

MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Bidder. Bidders to note that MPT shall not be responsible for late receipt of any offer due to postal delays or any other delay for whatsoever reasons.

#### **1.7 BIDDER TO INFORM HIMSELF FULLY**

- a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document.
- b. The Bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.
- c. Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

#### **1.8. EARNEST MONEY DEPOSIT (EMD)**

- a. The Bidder shall furnish as part of its Tender, an EMD of **Rs.20,00,000/-** . Tender without EMD shall be treated invalid. The E.M.D. shall be submitted in the form of Bank Guarantee issued in favour of FA & CAO, Mormugao Port Trust, VASCO, from any Nationalized/Scheduled Bank, having its branch at VASCO. Format for the Bank Guarantee for EMD is enclosed as APPENDIX-IX.
- b. In the event of Bidder withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.
- c. The Bank Guarantee for the Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. The Bank Guarantee for the Earnest Money Deposit of the successful Bidder shall be returned only on receipt of Security Deposit as stipulated in the tender. The Security Deposit towards performance

guarantee shall be 10 % of the contract value in the form Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa.

- d. MPT reserves the right to forfeit the Bank Guarantee in the form Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 30 days and enter into a Contract within 45 days from the date of receipt of Letter of Acceptance (LOA).
- e. The Bank Guarantee in the form *EMD* shall be submitted along with the Cover-I of the offer.

#### **1.9. MPT'S RIGHT TO ANNUL THE BIDDING PROCESS**

- a. Notwithstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. MPT reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

#### **1.10. TENDER VALIDITY**

The tender shall remain valid for acceptance for a period of 180 days from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

#### **1.11. AUTHORITY IN SIGNING TENDER DOCUMENTS**

- The Price Bid to be submitted shall be signed by a person or persons duly authorized to sign on behalf of the Bidders.
- In case of tender document being downloaded from the web site, at the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per **Appendix-VI**. He shall be issued a printed set of the Document under acknowledgement with a condition that the printed version of the Port Tender document will be treated as the authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the



Port's printed document shall prevail. Besides the Bidder shall be liable for legal action for the lapses.

- The tender, if submitted on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.
- In the event, the tender is signed by some of the partners or other persons or the Agents, the Tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals specifying that the partners or person/s or Agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
- In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

#### **1.12. AMENDMENTS**

- a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Bidders prior to the last date for submission of the tender in writing either by post or e-mail including displaying the said amendment on MPT web site. The prospective Bidders shall immediately acknowledge receipt thereof either by post or mail (scanned copy with seal & sign) followed by hard copy.
- b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

#### **1.13. TEST OF RESPONSIVENESS**

The tender document issued by the Port, duly filling in all the blank spaces and duly signed on all pages with the official stamp shall be enclosed in the second cover which shall be sealed and superscribed "SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON "NO CURE NO PAY" BASIS"- *Cover I*, and bear on the bottom left corner, the name and full address of the Bidder with his official stamp. The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover No.I.

(i) Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. An application shall be considered responsive only if:

- a. It is received by the Application Due date including any extension thereof;
- b. All pages of the tender document signed, sealed, bound together in the hard copy of the Tender document;

- c. The cost of the tender of Rs 10,000/- in the form of DD and the Earnest Money Deposit of **Rs.20,00,000/-** in the form of Bank Guarantee from Nationalized/ scheduled bank shall be enclosed.
  - d. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2013-14, 2014-15 and 2015-16 as per Appendix, alongwith relevant profit and loss statements and balance sheets.
  - e. Copies of work order for similar works, successful completion certificate with performance and value of work done.
  - f. It is accompanied by the Power of Attorney, as per Appendix.
  - g. All the forms to be filled with sign and seal;
  - h. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix-VII.
- (ii) The bidder should possess a valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.
- (iii) The Bidder should not be black listed by any Government or Non Government Organization as per Appendix-VI.

The Schedule of Prices (**Price Bid**) duly filled in with the rates shall be enclosed in the second cover (Cover II) which shall also be similarly sealed and superscribed " SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON "NO CURE NO PAY" BASIS"- Cover-II" and bear on the bottom left corner the name and address of the Bidder with his official stamp.

**The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover No.I. Any indication of 'Quoted price' in the technical bid documents shall be lead to rejection of the bid outright.**

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

**1.14. ERRORS IN THE TENDER DOCUMENT**

- a. Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- b. Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Bidder to comply with the request may result in the rejection of its Tender.
- c. Provided that the Tender is substantially responsive, the Port shall correct arithmetical errors on the following basis:

- (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Port there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and
  - (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- d. If the Bidder that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected.

**1.15. OTHER EXPENSES**

All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.

**1.16. CONTRACT WORKS AND CONTRACT PRICE**

- a. The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.
- b. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and Plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.
- c. **SCHEDULE OF PRICE**
  - The Schedule of price shall be read in conjunction with all other sections of bidding document. The Schedule of Price bid shall be submitted signed by a person or persons duly authorized to sign on behalf of bidders consists of all the works mentioned in the scope of works and Technical Specifications.
  - The total prices will be evaluated based on lowest offer among competitive offer.
  - The price offered should be firm and inclusive of all taxes & duties with WCT (Works Contract Tax) .However, Service Tax will be paid extra as applicable. If Govt applies any other new tax in future, the same will be reimbursed on production of

documentary evidence.

- d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract and Special Condition of Contract.
- e. The Price shall include all expenditure incurred towards mobilization and demobilization.
- f. Price shall be quoted in Indian Rupees only.

**1.17 LANGUAGE OF TENDER**

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and MPT shall be written in the English language.

**1.18 PRE-BID CONFERENCE**

MPT shall hold a pre-bid meeting on **30/09/2016 at 1100 hrs**, in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The meeting shall be held at Conference Room, Office of the Deputy Conservator, A.O. Bldg., MPT, Headland Sada 403 804 as per NIT. Bidders are advised to forward their queries to the Deputy Conservator, MPT, on or before the scheduled date of the pre-bid meeting. If there are any further queries after Pre-Bid Conference, the same shall be submitted within the due date which will be indicated during Pre-Bid meeting. No queries will be entertained after this due date. The queries received from all the prospective Bidders would be consolidated and Port's clarification to the same would be uploaded on the website. The clarifications so issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

**1.19 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID**

The second cover (Cover II) of the offer shall contain all the documents listed under 'Test of Responsiveness' Clause no. 1.13 based on which the Bidders will be shortlisted.

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

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Deputy Conservator will examine and seek clarification if any and list out the firms, which are found responsive and Cover – II (Price Bid) of such tenders only will be opened and EMD & Price bid (Cover-II) will be returned to the unresponsive Bidders, after placement of work order on successful bidder.

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

The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to closing time and date of the tenders will be taken as valid.

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

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

#### **1.20 OPENING OF PRICE BID**

##### **COVER – III DETAILS: BID (BOQ) - PRICE SCHEDULE**

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

#### **1.21 EVALUATION OF PRICE BID**

- a. The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.
- b. MPT will evaluate and compare only those bids, which are substantially responsive.
- c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
- d. In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.
- e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted amongst the main price and alternate offer submitted by them, if any.

#### **1.22 MPT'S RIGHT TO ACCEPT OR REJECT A BID**

MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent

upon such decisions.

**1.23 AWARD OF CONTRACT**

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/ explanation to the Contractors as regards non-acceptance of their Bid. Port reserves right to award the work or reject subject to decision of the Board.

**Section-I**

**Wreck removal agreement**

<b>1. Place and Date of Agreement :- Goa</b>		<b>2016</b>
<b>2. Contractor/Place of Business</b>  Represented by .....Mr.  Mobile- .....	<b>3.Place of Business</b>  M/s Mormugao Port Trust (MPT) Marine Department, A. O. Bldg., Headland Sada, Goa – 403 804.  Represented by Traffic Manager, Statutory Authority for Deputy Conservator  Phone No 08322594701, 08322594801  Mobile No.9822102651	
	<b>4. Vessel Specifications</b>	
<b>(i) Name of Vessel &amp; Year of Sinking</b>  1. Wreck f.t. MOTHER PEARL, 1997  2. MV MARINER IV, 1998 and f.t. ARATS,1996 f.t.ARIES,1996, f.t. VEGA,1996  3. WRECK PLATES OF EHRENFELS & BROWNFELS VASCO BAY INNER ANCHORAGE MORMUGAO PORT (1979-80)	<b>(ii) Flag</b>  -----	
<b>(iii) IMO Number</b>  -----	<b>(iv) Place of Registry(Port)</b>  -----	
<b>(v) Length/Beam/Depth</b>  -----	<b>(vi) Maximum Draft</b>  -----	
<b>(vii) GRT/NRT/DWT</b>  -----	<b>(viii) Details and Nature of Cargo.</b>  -----	
<b>(ix) P&amp;I Club/insurer</b> -----	<b>(x) Any other Vessel details relevant to this Agreement.</b> -----	

<p><b>5. Condition of Vessel</b></p> <p>Wreck, pieces on SEABED, including pieces fully and partially submerged in SEABED and Year of Sinking</p> <ol style="list-style-type: none"> <li>1. Wreck f.t. MOTHER PEARL, 1997</li> <li>2. MV MARINER IV, 1998 and f.t. ARATS,1996 f.t.ARIES,1996, f.t. VEGA,1996</li> <li>3. WRECK PLATES OF EHRENFELS &amp; BROWNFELS VASCO BAY INNER ANCHORAGE MORMUGAO PORT (1979-80)</li> </ol>	<p><b>6. Position of Vessel and Condition of Work site</b></p> <p>In co-ordinates bounded by ;  CP= N15 25'.60 E 73 48'.75  A = N15 25'.62 E 73 48'.73  B = N15 25'.63 E 73 48'.74  C = N15 25'.58 E 73 48'.77  D = N15 25'.57 E 73 48'.76</p> <p>CP= N15 24'.90 E 73 49'.19  A = N15 24'.93 E 73 49'.15  B = N15 24'.93 E 73 49'.23  C = N15 24'.87 E 73 49'.23  D = N15 24'.87 E 73 49'.15</p> <p>CP= N15 24'.17 E 73 48'.61  A = N15 24'.19 E 73 48'.59  B = N15 24'.186 E 73 48'.63  C = N15 24'.15 E 73 48'.62  D = N15 24'.15 E 73 48'.59</p>
<p><b>7. Nature of Services</b></p> <p><b>(i) Nature of services:-</b></p> <p>Removal of complete wreck, including pieces on seabed and fully/partially submerged in seabed to the full satisfaction of MPT.</p> <p><b>(ii) Compliance with the agreement authorities (state party to obtain confirmation)</b></p> <p>Job completion certificate issued by concerned Surveyor appointed by MPT</p>	<p><b>8. Place of Delivery and/or Disposal of vessel</b></p> <p>The Contractor are required remove and transport all wrecks mentioned above to the designated place as identified by Mormugao Port at risk and cost of the Contractor.</p> <p>Disposal action for the wreck will be undertaken under e-auction by The Material Manager, Material Management Division, Engineering Mechanical Department, Mormugao Port Trust, Baina Vasco da Gama Goa.</p>
<p><b>9. Payments</b></p> <p><b>Fixed Price (in figures and words)</b></p> <p>Rs. ....../-  (Rupees ..... only)  inclusive of Govt. taxes  Total amount payable to the contractor is Rs. ....../-  (Rupees.....) Besides wreck removal remuneration wreck of the vessel and as part and parcel of this Wreck removal contract</p>	<p><b>10. Payment Details</b></p> <p>Currency: Indian  Bank Details:  Name of Bank:  Address:  .....  Goa .  Account No. :  .....  Account name: Current Account  IFSC CODE:</p>



	<p>.....  (Payment by RTGS or Demand draft of nationalized banks in India )</p>
<p><b>11. Time of Payment (state period within which sums must be received by the Contractor )</b></p> <p><i>Within 15 days from the date completion of magnetometer survey of the seabed area and receipt of report from the surveyor that no part of wreck exists on seabed or fully/partially submerged in seabed, in area as mentioned in Clause 6, and job completion Certificate, thereafter, from MPT.</i></p>	<p><b>12. Cancellation Fee /Liquidated Damages</b></p> <p>In the event of failure by the contractor to commence 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 and not by way of penalty for delay to complete the work, a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.</p>
<p><b>13. Arbitration</b></p> <p><i>Place of Arbitration shall be at Goa- India</i></p>	<p><b>14. Number of Additional Clauses covering special provisions, if agreed-</b></p> <p>-----</p>
<p><b>15. Time of Completion of wreck removal :</b>  <i>within 120 weather working days with leave to extend 30 weather working days.</i></p>	<p><b>16. Mobilization:</b> <i>Within 30 days from signing of the agreement</i></p>

**SECTION-II**

**PART I**

It is agreed that this Agreement shall be performed subject to the Terms and Conditions which consists of PART I, including Additional Clauses, if any agreed and PART II, as well as Annex. (SCHEDULE OF PERSONNEL, CRAFT AND EQUIPMENT), Annex II (METHOD OF WORK AND ESTIMATED TIME SCHEDULE), and Annex III (CONTRACTOR'S DAILY REPORTS) or any other Annexes attached to this Agreement.

In the event of a conflict of terms and conditions, the provisions of PART I including Additional Clauses, if any agreed, shall prevail over those of PART II to the extent of such conflict but no further.

The undersigned warrant that they have full power and authority on behalf of the parties of they

1. Signature (for and on behalf of the Company)	3. Signature (for on behalf of the Salvage / Wreck removal contractor)
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represent

## SECTION-III

### Wreck Removal and Marine Services

#### Agreement

(Fixed Price – “No Cure, No Pay”)

#### PART II

##### 1. Definitions

“Company” means the party stated in Box 3.

“Contractor” means the party stated in Box 2.

“Services” means the services stated in Box 7.

“Vessel” means any vessel, craft, property, or part thereof, of whatsoever nature, including anything contained therein or thereon, such as but not limited to cargo and bunkers, as described in Box 4. “Worksite” means the position of the Vessel stated in Box 6.

##### 2. The Services

The Contractor agrees to exercise due care in rendering the Services which shall include:

- a) Removal of entire and complete wreck, including wreck pieces on seabed and fully/partially submerged to the full satisfaction of MPT.
- b) Ensure that during removal of wreck, exercise caution so that no pollution takes place at site.
- c) Removal of the entire and complete wreck, including all pieces and shift it to safer place as identified by Mormugao Port Trust (location will be identified and informed later). *The Contractor are required remove and transport all wrecks mentioned above to the designated place as identified by Mormugao Port at risk and cost of the Contractor. Disposal action for the wreck will be undertaken under e-auction by Material Management Department, Mormugao Port Trust, Goa*

d) Remove the entire the wreck and pieces by underwater cutting at present site if the concerned Govt. Authorities permit. In so far as it is in consistent with the nature of the services to be rendered under this Agreement, the Contractor will also exercise due care to prevent and minimise damage to the environment.

The Services shall be rendered under the principle of **“No Cure, No pay”**.

The Contractor shall provide the Personnel, Craft and Equipment set out in Annex I of this Agreement which the Contractor deems necessary for the Services based upon the Specifications, Condition and Position of the Vessel and Worksite set out in Boxes 4:5 and 6.

The Contractor’s Method of Work and Estimated Time Schedule shall be described in Annex II, utilizing the Personnel, Craft and Equipment described in Annex I.

The Contractor requires 120 weather working days to complete the job with leave to extend another 30 weather working days. As stated in box 15

Mobilization of equipment and personnel to site requires 30 days. As stated in box 16

The Contractor shall consult with MPT if there is any need for substantial change in the Method of Work and/or Personnel, Craft or Equipment. In the event that time does not permit such consultation, or agreement to the proposed change(s) is unreasonably withheld, then the Contractor may proceed with such change(s), subject to any necessary approval of the authorities. (See Clause 4 (Change of Method of Work and/or Personnel, Craft and Equipment hereof).

The Contractor shall provide MPT or the their Representative, if in attendance, with daily reports in accordance with Annex III. By email.

### **3. MPT Representative**

If reasonable required by the Contractor a representative of the MPT will be available during the performance of the Services with the full authority to act on behalf of the MPT .

### **4. Change of Method of Work and/or Personnel, Craft and Equipment**

The Fixed Price stated in Box 9 is based upon the Nature of the Services, as set out in Box 7, Method of Work, and Personnel, Craft and Equipment, as set out in Annexes I and II, and the Description, Specifications, Position, Condition of the Vessel and the Worksite, as set out in Boxes 4.6 and 8.

## **Wreck Removal and Marine Services Agreement (Fixed Price – “No Cure, No Pay”) PART II**

### **5. Miscellaneous**

(a) The Contractor shall arrange and pay for any marking or cautioning required in respect of its own equipment during the Services under this Agreement.

(b) The MPT will provide the contractor a copy of the preliminary diving report. The contractor shall make his own assessment by any and all means possible, before commencing work of removal of the wreck.

## **6. Permits**

All necessary licences, approvals, authorisations or permits required to undertake and Complete the Services without let or hindrance shall be obtained and maintained by the Contractor (see Clause 10(e)). The Company shall provide the Contractor with all reasonable assistance in this connection.

## **7. Termination**

(a) The MPT, once the contract is signed/ executed cannot terminate this Agreement at any time prior to commencement of mobilisation of either the Personnel or the Equipment identified in Annex. I, mobilization of adequate equipment and personnel shall be on sole discretion of the contractor and not the company.

(b) The Contractor, with the agreement of the MPT , which shall not be unreasonably withheld, may terminate this Agreement without any further liability if completion of the Services or any agreed change of work under Clause 4 (Change of Method of Work and/or Personnel, Craft and Equipment) hereof, utilizing the Personnel, Craft and Equipment set out in Annex I, or any amendment thereto, becomes technically or physically impossible.

## **8. Delivery and/or Disposal**

(a) *The Contractor are required remove and transport all wrecks mentioned above to the designated place as identified by Mormugao Port at risk and cost of the Contractor.*

(b) *Disposal action for the wreck will be undertaken under e-auction by The Material Manager, Material Management Division, Engineering Mechanical Department, Mormugao Port Trust, Baina Vasco da Gama Goa.*

(c) Reference to delivery and/or disposal of the Vessel shall include parts of the Vessel and any other thing emanating from the Vessel and such delivery may take place at different times and different places.

## **9. Payment**

(a) The MPT shall pay the Contactor the Fixed Prices set out in Box. 9. Which amount shall be due and payable upon completion of the Services as described in Box. 7

(b) All monies due and payable to the Contactor under this Agreement shall be paid without any discount, deduction, set – off, lien, claim or counterclaim.

(c) All payments to the Contractor shall be made in the Indian currency and to the bank account stipulate in Box. 10.

(d) If any amount payable under this Agreement has not been paid within ten (10) days of the due date, then at any time thereafter the Contractor shall be entitled to terminate this Agreement without prejudice to the sums already due to the Contractor and to any further rights or remedies which the Contractor may have against the MPT , provided always that the Contractor shall give the Company at least ten (10) working days written notice of its intention to exercise this right.

(e) The Contractor shall promptly invoice the MPT for all sums payable under this Agreement. If any sums which becomes due and payable are not actually received by the Contractor within the period specified in Box 11, they shall attract interest in accordance with the rates set out in Box 11.

## 10. Extra Costs

**The following shall be paid by the Contractor as and when they fall due:**

(a) All costs in connection with clearance, agency fees, visas, guarantees and all other expensed of such kind.

(b) All taxes and duties, or other levies payable in respect of in connection with this Agreement.

(c) All cost incurred in obtaining and maintaining licence, approval, authorization or permits required to undertake and complete the Services in accordance with Clause 6 (Permits).

(d) All cost incurred due to requirements of governments or other authorities or unions over and above those costs which would otherwise be reasonably incurred by the Contractor in the execution of the Agreement.

## 11. Security

The contractor shall arrange at his own risk and cost towards security services for the man and equipment's deployed at work site.

## 12. Liabilities

(a) The contractor will indemnify and hold the MPT harmless in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the services hereunder to any of the following persons:

(i) any servant, agent or sub- contractor of the contractor.

(ii) any other person at or near the site of the operation for whatever purpose on behalf or at the request of the contractor.

(b) The MPT will indemnify and hold the contractor harmless in respect of any liability adjudged due or claim reasonably compromised arising from injury or death occurring during the services hereunder to any of the following persons:

(i) any servant, agent or sub-contractor of the company

ii) any other person at or near the site of the operations for whatever purpose on behalf or at the request of the MPT .

(c) Neither the MPT nor its servants, agents or sub-contractors for loss or damage of whatsoever nature sustained by the contractors owned or hired – in craft or equipment (excluding portable salvage equipment, materials or stores which are reasonably sacrificed during the disposal or other operation on the Vessel, whether or nor the same is due to breach of contractor, negligence or any other fault on the part of the MPT , its servants, agents or sub-contractors

(d) Neither the contractor nor its servants, agents or sub-contractors shall have any liability to the Company for the loss or damage of whatsoever nature sustained by the Vessel, whether or not the same is due to breach of contract. Negligence or any other fault on the part of the contractor, its servants, agents or sub-contractors

**(e) Neither party shall be liable to the other part for:**

(i) any loss of profit, loss of use or loss of production whatsoever and whether or indirectly from the performance or non-performance of this agreement, and whether or not the same is due to negligence or any other fault on the part of either party, their servants, agents or sub – contractors: or

(ii) any consequential loss or damages for any whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either party, their servants, agents or sub-contractors.

### **13. INTEGRITY PACT**

The Bidders will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed as APPENDIX-VIII with the tender document along with their techno-commercial bid (Cover-I) of their offer, failing which their offer will

not be considered any further. Names of the Independent External Monitors (IEMs) for this tender will be provided, if necessary, after the pre-bid meeting.

#### **14. Time suit**

Any claim which may arise out of or in connection with this agreement or any of the services performed hereunder shall be notified to the party against whom such claim is made, within three (3) months of completion or termination of the services hereunder, or within three (3) months of any claim by a third party, whichever is later. Any suit shall be brought within three (3) months of the notification to the party against whom the claim is made if either of these conditions is not complied with, the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.

#### **15. Arbitration**

This Clause 15 applies to any dispute arising under this Agreement.

This agreement shall be governed by and construed in accordance with Indian law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in India in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the Provisions of this Clauses.

This Agreement shall be governed by and construed in accordance with Indian Maritime Law. The reference shall be to a sole arbitrator (Arbitrator”) to be selected by the first party claiming arbitration from the persons currently on the Panel of retired high court judge Salvage Arbitrators with a right of appeal from an award made by the Arbitrator to either party by notice in writing to the other within fifteen (15) days of the date of appointment. His decision shall be final, and for the purposes of enforcing an award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the society of Maritime Arbitrators in India .

If the parties doesn't reach to a conclusion then both parties reserve the right to approach a court of law in India to settle the remuneration issue. Jurisdiction to this agreement shall be at Goa India

This Agreement shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this agreement shall be referred to arbitration at a mutually agreed place. Subject to the procedures applicable there.

#### **16. Notices clauses**

a) All notices given by either party or their agents to the other party or their agents to the other party or their agents in accordance will the provisions of this Agreement shall be in writing and shall, unless specifically provided in this Agreement to the contrary, be sent to the address for that other party as set out in Boxes 2 and 3 or as appropriate or to such other address as the other party may designate in writing.



A notice may be sent by registered or recorded mail, facsimile, electronically or delivered by hand in accordance with this sub- clause.

(b) Any notice given under this Agreement shall take effect on receipt by the other party and shall be deemed to have been received.

- (i) If posted, on the seventh (7) day after posting:
- (ii) If sent by facsimile or electronically, on the day of transmission; or
- (iii) If delivered by hand. On the day of delivery.

And in each case proof of posting, handing in or transmission shall be proof that notice has been given. Unless proven to the contrary.

## **17. Insurance**

All vessels and crafts engaged by the Contractor shall have adequate insurance cover, including P&I cover. The insurance should also cover the manpower and other equipment's deployed during the salvage work.

## **18. Pollution**

(a) The contractor shall exercise due care throughout the performance of the Services to prevent and minimize damage to the environment and shall also put in place. Maintain and implement throughout the Services a pollution response plan which meets the requirements of the competent authorities and the MPT, or its Representative if applicable.

(b) The MPT shall indemnify and hold the Contractor harmless in respect of any and all consequences of any pollution which results from any discharge or escape of any pollutant from the Vessel except where such pollution arises as a consequence of the negligence of the contractor, its sub-contractors, its agents and/or servants.

(c) The Contractor shall indemnify and hold the MPT harmless in respect or any and all consequences of any pollution which results from any discharge or escape of any pollution from its own or from hired –in craft.

## **19. Rotation and Replacement of Craft. Equipment and Personnel.**

The Contractor shall have the right to rotate and replace any craft. Equipment and personal with other suitable replacement craft. Equipment and personnel subject to the approval of the MPT or its representative if applicable which shall not be unreasonably withheld.

In case the local launches are required for the salvage work than the contractor should employ such local launches for the same with approval of the MPT.

**20. General Provisions.**

**(a) Severability**

If in any legal proceedings, it is determined that any provision of this Agreement is unenforceable under applicable law, then the unenforceable provision shall automatically be amended to conform to that which is enforceable under the law, in any event, the validity or enforceability of any provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision has not been included.

**(b) Third party Beneficiaries**

Except as specifically provided for elsewhere in this Agreement, this Agreement shall not be construed to confer any benefit on any third party not a party to this Agreement nor shall this Agreement provided any rights to such third party to enforce any provision of this Agreement.

**(c) Waiver**

No benefit or right accruing to either party under this Agreement shall be waived unless the waiver is reduced to writing and signed by both the Contractor and the MPT. The failure of either party to exercise any of its rights under this Agreement including but not limited to either party's failure to comply with any time limit set out in this Agreement, shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under this Agreement.

**(d) Warranty of Authority**

The contractor and the MPT each warrant and represent that the person whose signature appears in Party I above is its representative and is duly authorized to execute this Agreement as a binding commitment of such party.

**(e) Singular/Plural**

The singular includes the plural and vice versa as the context admits or requires.

**(f) Headings**

The headings to the clauses and appendices to this Agreement are for convenience only and shall not affect its construction or interpretation.

**(g) GENERAL OBLIGATION OF THE PORT**

In execution of the Works no person other than the Contractor, sub Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his authorised representative, but the Engineer in charge, his authorised representative, other authorities and officials of MPT shall be afforded to inspect all facilities arranged by the Contractor at site.

**(h) FRAUD AND CORRUPTION**

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

- a) Defines, for the purpose of this provision the terms set forth below as follows:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- b) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial non competitive levels and;
- c) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- d) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- e) Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

**(i) EXECUTION**

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

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

**(j) SIGNING OF AGREEMENT**

- (i) The Contractor shall execute an Agreement with the Trust within 45 days from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 45 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed further to participate in the Trust's tenders.
- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper shall be purchased in the state of Goa.
- (iii) The place of stamping and signing of Agreement shall be at MPT only.
- (iv) Further, if the successful Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Contractor shall form a binding Contract between the Trust and the Contractor.

The Contract Agreement shall include amended final tender document, pre- bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

**(k) LABOUR**

- a. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the Installation, Testing and Commissioning of the equipment within the completion period as stipulated in the tender.
- b. In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- c. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- d. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and

re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, IE Act 1956, etc.

- e. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- f. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.
- g. The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- h. If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.
- i. The Contractor shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Contractor to his labourers. The Contractor shall also submit periodical returns of labour employed by him and wages paid, to the Port's representatives.
- j. The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPT shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

**(I) FAIR WAGES**

- a) The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons will be paid as applicable.

- b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub Contractor in connection with the said work, as if the labourer had been immediately employed by him.
- c) Display of notices regarding wages etc:  
The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.
- d) Wages book and wage slips:  
The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-
- i) Rate of daily or monthly wages,
  - ii) Nature of work on which employed,
  - iii) Total No. of days worked during each wage period.
  - iv) Total amount payable for the work during each wage period.
  - v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made. Wages actually paid for each wages period.
  - vi) A wage slip for each worker employed on work provided that the Port may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books.
- e) Preservation of books and slips:  
The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.
- f) Inspection of books and slips:  
The Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.
- g) Powers of the Board to make investigation/enquiries:  
The Board or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the Contractor or sub-contractor in regard to such provision. The Port shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deduction that may be permissible under any law for the time being in force.

**(m) INCOME TAX DEDUCTION**

Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Contractor.

**(n) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS**

Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.

**(o) FORCE MAJEURE**

If the Supply, Installation, Testing and Commissioning of equipment is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, draught, etc. such period shall be exempted from Completion period of this tender document.

**(p) LABOUR LAWS**

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor during contract period.

**(q) ACCEPTANCE OF OFFER**

The Contractor shall acknowledge the receipt of Order/ LETTER OF ACCEPTANCE within 7 days of mailing of the same and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused will be recovered by MPT by forfeiting the Earnest Money Deposit/Bid bond.

**(r) SUB-LETTING OF THE WORK**

The sub-letting of the work is not permitted in the said contract.

**(s) TERMS OF PAYMENT**

Within 30 days from the date completion of magnetometer survey of the seabed area and receipt of report from the surveyor that no part of wreck exists on seabed or fully/partially submerged in seabed, in area as mentioned in Clause 6, and job completion Certificate, thereafter, from MPT.

However, the contractor shall submit the complete report/relevant documents including ESI and PF deductions in respect of their employees alongwith the bill. The PAN, TIN, ESI, PF, Service Tax registration no., Name of the bank, State, Branch, MICR No., type of account and email address for EFT/ECS should be indicated on the bills for payment. Bills without the above details will not be processed. Payment shall be effected by EFT/ECS only.

**(t) CANCELLATION FEE /LIQUIDATED DAMAGES**

In the event of failure by the contractor to commence 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 and not by way of penalty for delay to complete the work, a sum of 0.5% of contract price per week or part thereof subject to a maximum of 5% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.

**(u) ACCESS TO PORT AREA**

The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer. The Tenderer shall contact the **Traffic Manager, Statutory Authority for Deputy Conservator**, Marine Dept., First Floor, Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. Phone :0832-2594701; 2594801 Email : [dc@mptgoa.com](mailto:dc@mptgoa.com) .The gate entry pass shall be on chargeable basis as per Port's Scale of Rates .



## **SECTION-IV**

### **METHOD OF WORK AND ESTIAMTED TIME SCHEDULE**

INTERNATIONAL WREAK REMOVAL AND MARINE SERVICES AGREEMENT (FIXED PRICE –“NO CURE, NO PAY”)

CODE NAME: WRECKFIXED 2010

Dated:

Vessel:

Method of work and Estimated Time Schedule

**ANNEX II (METHOD OF WORK AND ESTIMATED TIME SCHEDULE)**

INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (FIXED PRICE –“NO CURE, NO PAY”)

CODE NAME: WRECKFIXED 2010

Date		Report no	
Status of Wreck:			
Vessel			
Cargo			
Bunkers			
Status of wreck site.			
Weather on location:			
Wind direction & speed (Bft)	1200	2400	Forecast nest 24 hours
Swell direction & height (m)			
Wave Height & max wave height (m)			
Long range forecast (5 days)			
Services:			
Performed in last 24 hours:			
Planned for next 24 hours:			
Areas of concern:			
Health & safety			
Environment			
Other			
Comments:			
Contractor's representative			
Company's Representatives			

Signed:			
Company's Representative			
Contractor's Representative			
	Name	Position	Signature

Contractor's Daily Reports

**TENDER FORM**

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

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To

**The Deputy Conservator,  
Office of the Deputy Conservator,  
Marine Dept., Mormugao Port Trust,  
A.O. Bldg, Headland Sada,  
Mormugao, Goa – 403804**

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the “**SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE NO PAY” BASIS**” in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for “**SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE NO PAY” BASIS**” with all equipment, spares, etc. Entire work shall be commenced as per tender terms and conditions.
3. We further undertake, if our tender is accepted, we will deposit within 30 days from the date of receipt of order Bank Guarantee from any scheduled/ Nationalized Bank in favour of Financial Advisor & Chief Accounts Officer, MPT payable at Vasco, Goa only to the extent of 10% of the tender price in the manner set forth in the conditions in the GCC as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 45 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & MPT’s Letter of Intent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
7. We agree to deposit Earnest Money as per the Port’s terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 45 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the Port.

9. We understand that you are not bound to accept the lowest or any tender you may receive.

**Dated the .....day of.....in the capacity  
of.....duly authorized to sign tender for and on behalf of.....**

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

**ANNUAL TURNOVER STATEMENT**

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (Rs.)</b>	<b>NET WORTH (Rs.)</b>

**NOTE:**

1. Audited balance sheets in original with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. Bidder shall work out Net worth on following basis:  
Net Worth : Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year)

**SIGNATURE OF BIDDER:**

**NAME OF BIDDER:**

**COMPANY SEAL:**

**FORM OF AGREEMENT**

MEMORANDAM OF AGREEMENT made this day of two thousand at Vasco, Goa BETWEEN the Board of Trustees of the Mormugao Port Trust, Mormugao Goa, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of **“SALVAGE CONTRACTORS FOR REMOVAL OF SHIP WRECKS LYING UNDER WATER WITHIN MORMUGAO PORT LIMITS ON “NO CURE NO PAY” BASIS”**

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of Rs. /- (Rupees as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a. Technical Specifications
  - b. Schedule of Rates/Prices
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS	}	
HEREUNTO AFFIXED AND THE CHIEF	}	DEPUTY CONSERVATOR
MECHANICAL ENGINEER THEREOF,	}	MORMUGAO PORT TRUST

SIGNING IN THE PRESENCE OF :

i) \_\_\_\_\_

ii) \_\_\_\_\_

SEALED AND SIGNED BY THE }  
CONTRACTOR IN THE PRESENCE }  
OF :- }

CONTRACTOR

i) \_\_\_\_\_

ii) \_\_\_\_\_



**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Bank guarantee bond to be issued by nationalized banks only

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

1. We .....(indicate the name of the Bank) (hereinafter referred to as the "Bank") 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 money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under 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 Deputy Conservator, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee.

5. We .....(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We .....(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
8. This Guarantee shall be valid upto ..... unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

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

(indicate the name of the Bank).

**FORMAT OF POWER OF ATTORNEY**

Dated : \_\_\_\_\_

**POWER OF ATTORNEY  
To Whomsoever It May Concern**

Mr. \_\_\_\_\_ (Name of the Person(s)), domicile at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ (Name of the Tenderer) to provide information and respond to enquiries etc. as may be required by the Port or any governmental authority for the (project title) \_\_\_\_\_ and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer)

**APPENDIX - VI**

**DECLARATION FORM**

Sr. No.	Description	Yes / No.
1.	Agreed all terms and conditions of Tender	
2.	Have you ever been Black listed by any Government / PSU	
3.	No changes have been made in the downloaded tender document	

**Firm's Sign and Seal**

Place:

Date:

**BANK DETAILS FOR ECS PAYMENT**

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

**Firm's Sign and Seal**

Place:

Date:

**PROFORMA OF PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the Board of Trustees of Mormugao Port Trust acting through Shri. \_\_\_\_\_, (Designation of the Officer), Mormugao Port Trust (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.

\_\_\_\_\_ represented by Shri. \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/ EMPLOYER' has invited bids for the \_\_\_\_\_ and the BIDDER/SELLER is submitting his bid for the same and WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is Mormugao Port Trust.

NOW, THEREFORE,

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

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

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

**Commitments of the 'BUYER/ EMPLOYER'**

1.1 The 'BUYER/ EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to

any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the 'BUYER/ EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/ EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/ EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



## **5. Earnest Money / Security Deposit**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_/- as Earnest Money, with the 'BUYER/ EMPLOYER' through the following instruments:

(i) Bank Guarantee from a Nationalised/Scheduled Bank in favour of FA&CAO, Mormugao Port Trust, Vasco.

5.2 The Security Deposit shall be valid up to a period of 12 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the BUYER/ EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.5 No interest shall be payable by the 'BUYER/ EMPLOYER' to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/ EMPLOYER' to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/ EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher

than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

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

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/ EMPLOYER'.

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

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

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

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

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

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The 'BUYER/ EMPLOYER' shall appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/bidding, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER/EMPLOYER,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER/EMPLOYER, including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER/ EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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

## 12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 150 days or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid;

the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
BUYER/ EMPLOYER BIDDER.

Name of the Officer. CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_  
2. \_\_\_\_\_ 2. \_\_\_\_\_,

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

**BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

Ref: Title: \_\_\_\_\_ .  
Tender No. : \_\_\_\_\_ Date: \_\_\_\_\_ .

WHEREAS \_\_\_\_\_ (herein after called "the Bidder") has/have submitted his/their bid dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the "the Bid").

KNOWN ALL MEN by these presents that we \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound onto Mormugao Port Trust (hereinafter called Mormugao Port Trust) in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only, for which payment will and truly to be made to the said Mormugao Port Trust, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS under which the EMD shall be forfeited are as under:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form, after bid opening or
2. If the Bidder submits fraudulent documents and / or wrong information in support of it's eligibility / qualification or
3. If the Bidder, having been notified of the acceptance of its bid by Mormugao Port Trust during the period of bid validity,
  - a) fails to sign the Agreement or
  - b) fails to submit the required initial security deposit and/or does not agree to carry out the obligations as per the tender conditions.

We undertake to pay to Mormugao Port Trust the above amount, according to and upon receipt of their first written demand, without Mormugao Port Trust having to substantiate their demand, provided that in their demand Mormugao Port Trust will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above-stated conditions, specifying the occurred condition or conditions.

This Bank Guarantee shall be payable at (**Detail Postal Address of the branch with code no. where payable**), Vasco-da-gama, Goa

THIS GUARANTEE will remain in force up to and including Dt. \_\_\_\_\_ and any demand in respect thereof should reach the Bank not later than such date.

The above reference (TENDER No.) must be used for all correspondences on this Bank Guarantee.

(Name of the Bank)

By \_\_\_\_\_  
Title Authorized Representative

(Signature of witness)  
Name & Address of witness: