



# MORMUGAO PORT TRUST

## CIVIL ENGINEERING DEPARTMENT

### ESTATE TENDER

#### (Electronic Tender cum Auction)

e-Tender Number	CE/20/2019
Licence details	Leasing Approximately Area Of 40 M <sup>2</sup> Around Cruise Terminal Building For Tourism Related/ Cargo related Activities For A Period Of 8 Years .
Type of License	Fresh
Tender Issue Date	From 12.06.2019 To 26.06.2019
Pre-Bid meeting	1500 hrs on 14.06.2019 Venue: C.E's Conference room, 2 <sup>nd</sup> floor, Civil Engineering Department, MPT, Sada.
Start date <b>FOR UPLOADING</b> <b>(technical bid and Price bid)</b>	15.00 hrs on 18.06.2019
Last Date for submission of Tender	26.06.2019 at 15.00 hrs
Earnest Money Deposit (EMD)	Rs.7000/-
Tender Cost	Rs1000/-
Technical Bid opening	15.30 hrs on 27.06.2019
Price bid opening and subsequent e-auction	Will be intimated
Website for details	<a href="https://eprocure.gov.gov.in/eprocure/app">https://eprocure.gov.gov.in/eprocure/app</a>
Address for communication	Chief Engineer 2 <sup>nd</sup> Floor, Main Administration office building Mormugao Port Trust Head premises, Sada Goa 403804 Phone: 0832 2521160, 9850849343, Fax: 0832 2521165 E mail: <a href="mailto:mgptce@gmail.com">mgptce@gmail.com</a>

## CONTENTS

Sr. No.	Description	Page Number
<b>1.0</b>	<b>Introduction</b>	3
<b>2.0</b>	<b>Details of Property</b>	4
	2.1 Description	4
<b>3.0</b>	<b>Tender Process</b>	4
	3.1 Electronic Tender cum Auction Model (e-Tender):	4
	3.2 Minimum Eligibility Criteria (MEC)	4
	3.3 Documents to be submitted	5
	3.4 Pre-Bid Meeting	5
	3.5 Bidding Process	6
	3.6 Award of Contract	7
	3.7 Signing of license deed and payments	8
<b>4.0</b>	<b>General Conditions</b>	8
	4.1 General	8
	Annexure – I - Sketch	14
	Annexure – II – Price Bid Format	15
	Annexure – III – Bidder Details	17
	Annexure – IV – Financial Data	18
	Annexure –V – License Deed Format	19
	Annexure – VI – Undertaking of no changes made in the tender document downloaded	27
	Annexure – VII – Proforma for Contract Integrity Pact	28
	Annexure – VIII – Procedure for e-tender	36

## 1.0 Introduction:

- 1.1 Mormugao Port Trust is a Major Port situated in the west coast of India. There are 7 operating berths, 3 non cargo berths and 6 nos. mooring dolphins in the port as detailed below;

Sl. No	Berth No.	Cargo	owned / operated
1	1,2,3	Proposed cruise Terminal	Port
2	4	Port crafts	Port
3	5	General cargo	SWPL
4	6	Coal	SWPL
5	7	Coal	Adani
6	8	Liquid Bulk	Port
7	9	Proposed multi cargo	Port
8	10	General Cargo	Port
9	11	General Cargo	Port
10	Cruise Berth	Cruise	Port
11	Mole Berth	Defence	Port
12	Mooring Dolphins	Bulk Cargo	Port

- 1.2 The present depth of approach channel is -14.4 m CD and the port is proposing to deepen the approach channel and inner basin upto 19.8 m CD so that, capsized vessels can be handled by January 2018.
- 1.3 The principal commodities handled are iron ore (export), coking coal/thermal coal import, export of steel coils, granites, etc. and import of POL products, other liquid cargo, wood chips and other break bulk cargo.
- 1.4 The main hinterland of this port are State of Goa, southern Maharashtra and northern regions of Karnataka state. The port is well connected by NH 17 B and railway line from Vasco Station. The 4 lane highway with the flyover bypassing Vasco city, landing near Berth No. 9 is expected to be completed by Feb 2019, which will facilitate seamless traffic flow.

## 2.0 Details of Property

### 2.1 Description

The present tender is for licensing of premises detailed as under;

1	Location of the Premises/ Land	Within premises Cruise Terminal Building , Harbour , Goa ..
2	Brief Details of the Premises	Area admeasuring 40 Sq. metre . located at Harbour , Goa .(20m <sup>2</sup> X2)
3	Type of license	Fresh
4	Purpose of License	For Cruise Tourism related & Cargo related activities for period of 8 years.
5	Area in sq.m	40 sq. metres(20m <sup>2</sup> X2)
6	In case of renewal, description of structures and value	N.A.
7	Connectivity	The subject area is connected to Cruise Terminal Building at Harbour.
8	License Period	8years.

Sketch is enclosed at **Annexure-I**

## 3.0 Tender Process

### 3.1 Electronic Tender cum Auction Model (e-Tender):

3.1.1 Bidders to follow the following procedure to submit the bids online through the E-tender site <https://eprocure.gov.gov.in/eprocure/app>

3.1.2 The procedure for e-tender is enclosed as **Annexure-VIII**

### 3.2 Minimum Eligibility Criteria (MEC)

3.2.1 The *Average Annual Financial Turnover* during the last Three (3) years ending 31<sup>st</sup> March 2018 should be at least INR 2.20 lakhs Auditors report certified by Chartered Accountant, for the years 2016-17, 2017-18 and 2018-19 including relevant P/L a/c and balance sheet shall be submitted.

3.2.2 The Tenderer shall mention in Cover No. 1, specifically the synopsis of type of activity / business in detail proposed to be

carried out in the licensed area. The same to be mentioned on their letter head / covering letter as an enclosure.

3.2.3 Minimum one year experience in handling Cruise Tourism related Business.

*PI Note:*The Bidders shall submit the scanned copy of above documents.

**3.3 Documents to be submitted**

- i. Details of the bidder to include name of bank, bank branch, type of account, bank IFSC Code, Account No., MICR code, etc as per **Annexure III** & financial data as per **Annexure IV**.
- ii. Attested copies of valid GST, Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration numbers may also be submitted, if applicable.
- iii. Self-Certification that the Bidder has not been black listed by any Government or Non-Government Departments or organisation.
- iv. Information regarding any current litigation with State and Central Government Agencies in which the bidder is involved. If, no involvement, a 'Nil' statement has to be attached.
- v. Attested copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership to be enclosed.
- vi. Power of attorney, if signing the tender and for licensing out the premises when awarded has to be attached.
- vii. Copy of TIN/PAN to be enclosed

**3.4 Pre-Bid Meeting**

- a) In order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues, pre-bid meeting may be conducted. The meeting shall be held at 14.06.2019, A.O. Bldg., MPT, Headland, Sada 403 804 as per tender notification.
- b) Bidders are advised to forward their queries to the Chief Engineer, Engineering Civil Department, MPT, Head premises Sada, Goa – 403 804 on or before 13.06.2019. The scheduled date of the pre-bid meeting is 14.06.2019 at 15.00hrs.
- c) 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.
- d) The queries received from all the prospective Bidders would be

consolidated and Ports 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.

### **3.5 Bidding Process**

#### **3.5.1 Test of Responsiveness**

Prior to evaluation of Applications, the Port Authority shall determine whether each Application is responsive to the requirements of the tender. A tender shall be considered responsive only if:

- a) It is received within the Tender Due date including any extended time given, if any;
- b) Tender cost and the Earnest Money Deposit has been remitted through e-payment;
- c) Scanned copies of Auditor's report for the last three years certified by Chartered Accountant has been submitted for the year 2016-17, 2017-18 and 2018-19 along with relevant profit and loss statements and balance sheets and other documents as per Clause 3.2.
- d) Power of Attorney has been furnished;
- e) The tender document along with all the forms has been filled and submitted online with signature and seal; and
- f) Certificate by the bidder that there are no outstanding dues payable to the Mormugao Port by the firm or any of its consortium members including the shareholders of the firm/consortium.

#### **3.5.2 Tender Opening, Scrutiny and Evaluation of Technical Bid**

- a. Technical Bids (Cover No.1) will be opened during the stipulated date and time and evaluated.
- b. Only those bids will be evaluated which are substantially responsive.
- c. Any efforts on the part of any Bidder to influence in any way in the process of scrutiny, evaluation, and decision concerning award of Contract may result in rejection of the Bidders bid.
- d.. During the evaluation, the Port Trust may ask Bidder individually for clarifications. Bidders shall promptly furnish such clarifications. Request for clarification and response thereto, shall be in writing or through email. 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.

### 3.5.3 Opening of Price Bid and e-Auction

- a. The date and time for opening of price bids will be intimated to Bidders whose offers are technically qualified and Price Bid of such Bidders will be opened. Price Bid format enclosed as **Annexure-II**.
- b. Auction process will commence 30 minutes after opening the price bids. The highest quoted license fee or the reserve price whichever is higher will be the base price for the e-auction process. The bidders will have to follow all the instructions furnished for participation in the e-auction process vide 3.1 above.
- c. The bidder offering highest bid in the e-tender cum e-auction process will be selected for award.

### 3.5.4 Procedure in case of renewals

- a) In cases of renewal of existing licenses, without renewal option at the end of the license term, the premises will be put to tender cum auction with the first right of refusal to be extended to the existing LICENSEE. The existing LICENSEE will be allowed to match the H1 (Highest) bid.
- b) The structures constructed by the earlier LICENSEE on the licensed premises, Value will be considered as Nil.
- c) The successful bidder has to remit the value of the structures, which would be passed on to the previous LICENSEE within a period of 30 days. This will be in addition to the annual license rent.

## 3.6 Award of Contract

- a. The area of plot given is by approximation and there may be marginal variations. The sketch showing the location of the plot/premises is attached. At the time of handing over the area to the successful bidder the area will be measured and actual area at the site will be considered for payments.
- b. 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 bidders as regards non-acceptance of their Bid.

### 3.7 Signing of License Deed and Payments

- a) On receipt of the Letter of Award, the successful Bidder shall execute the License Deed in the Prescribed Format within 60 days on Goa State Stamp Paper purchased in Goa of appropriate value. The License Deed format is enclosed as **Annexure-V**.
- b) The license period will commence from the date of taking over the premises by the successful bidder. The premises will be handed over to the successful bidder only after making payment towards Security Deposit and Advance annual license rent for the 1<sup>st</sup> year and all of which shall be paid within 30 days from the date of receipt of LOA issued by the Authority.
- c) Failure to execute the license deed and making the payments within the stipulated period may result in annulment of the award and forfeiture of EMD.

## 4.0 General Conditions

### 4.1 General:

#### 4.1.1 Submission of bids by Consortium

- a) In the case of consortium submitting the bid, and becoming the successful bidder, the Consortium members should form a legal entity either as a Joint Venture or otherwise under Indian Company's Act within 30 days from the receipt of intimation from Mormugao Port Trust to the effect that the Consortium is the successful bidder and further correspondence will be done with the legal entity.
- b) The Tender should contain information regarding all the Members of the consortium.
- c) One of the Consortium Members should have downloaded the Tender Document on behalf of the Consortium.
- d) The Tender should include the description of the roles and responsibilities of individual members.
- e) One of the Members of the consortium shall be nominated as being In-Charge (Lead Member) and this authorization shall be supported by a Power of Attorney.
- f) The Members of the consortium shall enter into a Memorandum of Understanding (MOU) delineating the rights and obligations of the members for the purpose of making submission of the tender.
- g) The MOU shall also clearly specify among other things the shareholding commitment of each member.
- h) For the purpose of Technical evaluation, the experience/turnover of only those members will be considered who have a minimum shareholding of 26%.



- i) A copy of the Consortium MOU shall be submitted along with the Tender.
- 4.1.2 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 after the extended time and date, if any, shall be summarily rejected.
- 4.1.3 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.
- 4.1.4 Earnest Money Deposit (EMD)
- a. The Bidder shall furnish as part of its Tender, an EMD for an amount in **Rupees 7,000/-** in the form of e-payment only as instructed in the NIOT. Tender without EMD shall be treated invalid.
  - 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 Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender.
  - d. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the following within 30 days of issue of Letter of Award by the Authority;
    - i) Security Deposit equivalent to 24 months of license rent
    - ii) Advance Annual License rent for the 1<sup>st</sup> year.
- 4.1.5 MPT'S right to annul the bidding process
- a. Notwithstanding anything contained in this tender documents, 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 anytime, if 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.

#### 4.1.6 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 the right to extend the period of validity. In case the bidder does not agree to extend, his EMD will be returned.

#### 4.1.7 Authority for signing tender documents

- a. The Price Bid to be submitted shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (digitally).
- b. 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 **Annexure - VI**.
- c. 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.
- d. 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.

#### 4.1.8 Amendments

- a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender documents. The amendments so carried out shall be uploaded on the website and also forwarded to the Bidders who had participated in the pre-bid meeting.
- 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.

#### 4.1.9 Errors in the tender document

- a. Provided that a Tender is substantially responsive, the Port at its own discretion 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.

4.1.10 Other conditions:

- a. There shall be no significant inconsistencies between the proposal and the supporting documents.
- b. 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.
- c. The Port Trust would have the right to seek clarification on Techno- commercial conditions wherever necessary.
- d. Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover – II Price Bid of such tenders only will be opened and EMD will be returned to the unqualified Bidders.
- e.) The date and time will be intimated to Bidders whose offers are found suitable and Cover – II of such Bidders will be opened on the specified time and date.
- f.) The tenderer shall mention specifically in the Technical Bid or their letter head or covering letter the purpose for which they will use the premises
- g.) The premises /Land should be used for leagally permitted commercial activities /offices etc.
- h.) The Successful bidder has to quote above the minimum Reserve Price given in the Tender to become the successful bidder. If the bidder quote the Reserve Price less than price given in the technical Bid of the Tender, than his tender will be considered as non-responsive and will be rejected.
- i.) The successful bidder should obtain all the statutory permissions or clearances from Government of Goa or non-Government or any other statutory bodies required for carrying out the legally permitted activities by himself and MPT will not be responsible for it.
- j.) The premises will be handed over to the successful bidder on as in wherein basis.
- k.) After the license period is completed the premises should be handed over to the Licensor in original good working condition without any damage / loss to the structure.

- l.) Any directives/additional guidelines that may be communicated by the Government for such allotments from time to time will also be applicable for the subject LICENSE.
- m.) The LICENSEE shall carry out maintenance and external painting of the building premises in his possession in association with other LICENSEES once every 05 years or as per laid down by laws of the local municipality/ governing body.
- n.) All electricity and water bills are payable by the LICENSEE and copy of the same should be submitted to the Estate Manager on a Quarterly basis. Nothing contained hereinabove shall be deemed to have given the LICENSEE any additional interest or created any rights of any nature whatsoever in the LICENSED premises

#### 4.1.11 Other expenses

- a. Water/ Energy consumption charges will be borne by successful Bidder. Mormugao Port shall provide necessary NOC for obtaining the water/electrical connections.
- b. All costs charges and expenses including any duty in connection with the Contract 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 bidder. Cost of stamp duty is also to be borne by the successful bidder.

#### 4.1.12 Payment of license fee

- a. The quoted license fee for the premises will be payable in advance on an annual basis. The license fee for the 1<sup>st</sup> year is payable within 30days of award of contract.
- b. The premises will be handed over on receipt of Security Deposit and advance license fee for the 1<sup>st</sup> year.
- c. From the 2<sup>nd</sup> year onwards, fee will be 7 days prior to the date on which the payment becomes due.
- d. The license fee will be escalated by an amount of *5% over the previous year's fee*, irrespective of increase or decrease in SoR.
- e. The License Fee should be in INR. In addition, Service Tax/GST and any other tax as applicable is payable by the successful bidder.

#### 4.1.13 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.

#### 4.1.14 Taxes and duties

- a) The successful bidder shall pay all taxes (including GST, service tax), levy, duty, etc., which they may be liable to pay to Mormugao

Municipal Council, /State of Goa & Government of India or any other authorities under any law for the time being in force in respect of or in accordance with the execution of license deed.

- b) The successful Bidder shall further be liable to pay such increase in the taxes, levy, duty etc, under the existing law or which may be liable as a result of introduction of any new law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the license deed.
- c) All such payments to be made by the bidder are deemed to have been included/considered while quoting the bid. (Only in case of Municipal house tax applicable for buildings including port owned office premises, such payments will be made by the Port Authority).

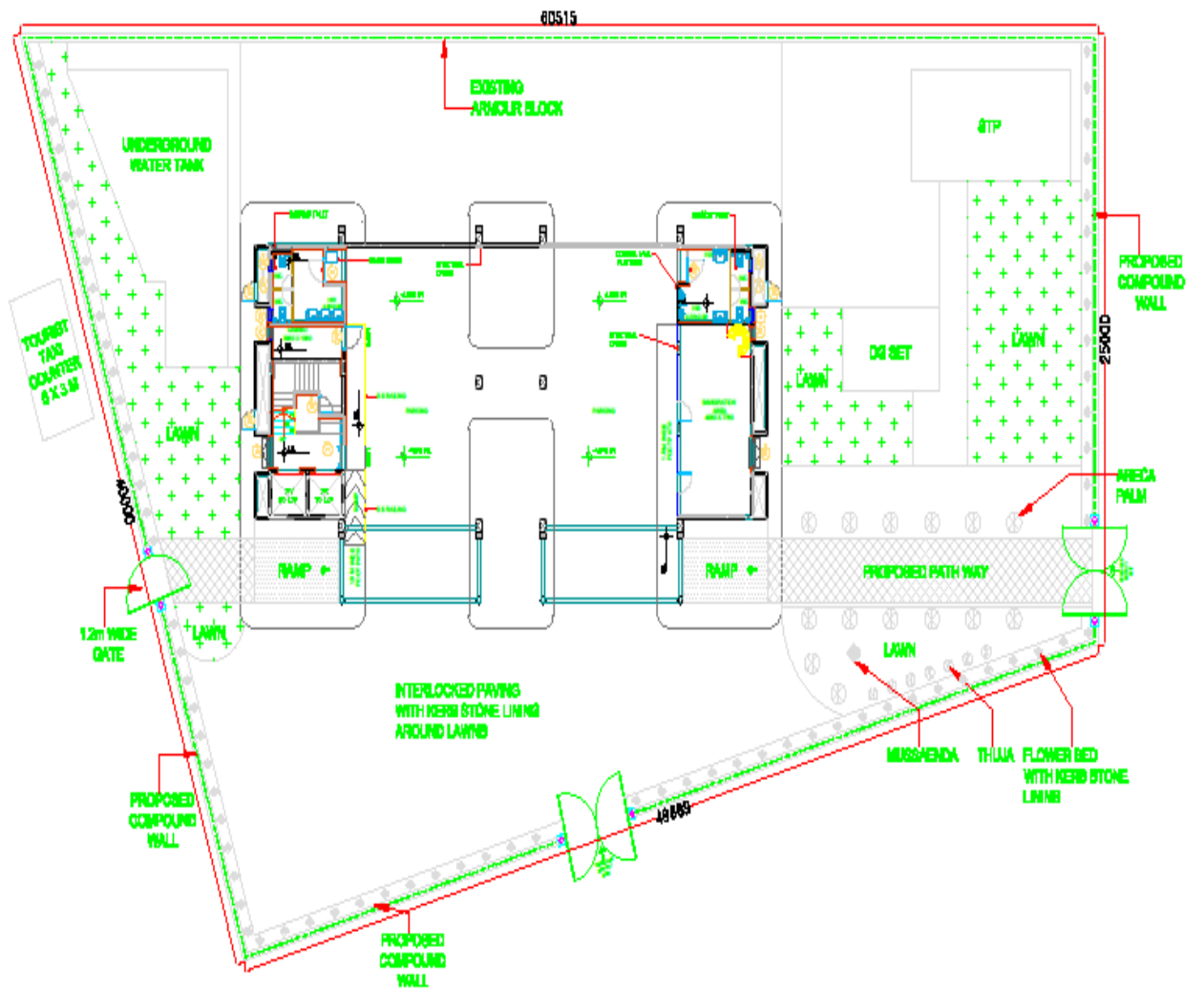
4.1.15 Confidentiality

The bidder shall treat all the documents and information received from the MPT and all other related documents/communications in strict confidence and shall ensure that all who have access to such material shall also treat them in confidence. The bidder shall not divulge any such information unless the MPT authorities permit this in advance in writing.

4.1.16 Submission of Integrity Pact

The bidder shall have to submit the Integrity Pact duly signed as per the format at **Annexure-VII**.

Annexure I



**Lay out of Cruise Terminal Building Complex**

**PRICE BID FORMAT**

(Bidder not to quote here, to be filled up/quoted online only)

**Table A. Annual License Fee (Bidding Parameter):**

Sr.No	Description of premises with plot number.	Area in Sq.m	Reserve Price* (Rs/sq.m/year)	Quoted Rate** (Rs/sq.m/Year)	
				In fig	In words
1	(2)		(4)	(5)	(6)
A.	“Leasing Approximately Area of 40 ( 20X2)M <sup>2</sup> Around Cruise Terminal Building for Tourism Related/ cargo related Activities for a Period of 8 Years .”falling outside Custom Bound area	40	1423.00		

\*Amount indicated is excluding service tax/ GST.

\*\*Service Tax/GST will be extra at applicable rates

**Table B. Value of Existing Structures: (One time payment by the successful bidder)***Applicable in case of Existing Licenses where there is no renewal option:*

Sl.No	Description of Structures	Value to be paid by the successful bidder (in Rs)*
1.	Not Applicable	N.A.

\* Other applicable taxes extra

Note:

1. *The Reserve price mentioned in the Annexure II of Price Bid Format is minimum. The bidder shall quote higher than the Reserve Price mentioned in the Price Bid Format . The Price quoted less than the Reserve price, the bid will become non responsive and hence will be rejected.*
2. *Minimum Base Rent for the premises is fixed as per SOR is excluding Service Tax. Note that the license rentals shall be escalated by 5% per annum.*
3. *The premises to be licensed are situated outside custom bond area .*
4. *The premises shall be allotted to Bidders 'as is where is basis'.*
5. *GST/ Property/ Municipal Tax/Other Cess: The payment of GST/ property/ Municipal Tax /other cess payable to the statutory/local authorities, as applicable, shall be made by successful BIDDER during the currency of the license period.*
6. *The Bidder has to quote above base price to be successful.*
7. *The Successful bidder will be the highest bidder individually for Land/Premise or in combination of Premises, as per tender cum auction process.*

**Seal &Signature of Bidder:**



**BIDDER DETAILS**

( TO BE DULY FILLED & SUBMITTED ALONG WITH TENDER)

1. Name of the Organization : \_\_\_\_\_
2. Address (In Detail) : \_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number : \_\_\_\_\_
4. E-Mail Id : \_\_\_\_\_
5. Permanent Account Number (PAN) : \_\_\_\_\_
6. Bank Name : \_\_\_\_\_
7. Bank Branch Address ( In Detail) : \_\_\_\_\_  
\_\_\_\_\_
8. Bank Branch Code : \_\_\_\_\_
9. Bank Account Number : \_\_\_\_\_
10. Bank Account Type : \_\_\_\_\_
11. IFSC Code : \_\_\_\_\_
12. Magnetic Ink Character Recognizer (MICR) : \_\_\_\_\_
13. Tax Identification Number (TIN) : \_\_\_\_\_
14. GST Number : \_\_\_\_\_
15. Employee Provident Fund (EPF) Registration Number : \_\_\_\_\_
16. Employee State Insurance Scheme (ESIS) Registration Number : \_\_\_\_\_

AUTHORISED SIGNATURE  
ALONG WITH SEAL

\_\_\_\_\_

**FINANCIAL DATA**

Average financial turn over for the last three years ending 31/03/20\_\_\_\_.

Sl. No.	Financial Year	Financial Turn Over (In lakhs)
1		
2		
3		

Note: For the Final year, provisional figures, certified by Chartered Accountant is acceptable in case the audited Financial Reports are not available.

Name/ Address of Commercial Bank providing Credit Line.

.....  
.....  
.....

Attach copies of the audited financial statements of the last three financial years.

SIGNATURE OF BIDDER

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

**LICENSE AGREEMENT FORMAT**

THIS DEED OF LICENSE, made the ..... day of ..... Two thousand and ..... BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO, a Body corporate under the Major Port Trusts Act, 1963 represented by its ..... Shri..... Son of.....aged..... years residing at .....(hereinafter called "the LICENSOR") of the one part; AND.....

..... (hereinafter called "the LICENSEE") of the other part:

WHEREAS pursuant to the Notice Inviting Tenders issued by the LICENSOR the Bid submitted by the LICENSEE has been accepted by the LICENSOR and the LICENSOR has agreed to allot to the LICENSEE by way of license the tendered premises on the terms and conditions herein contained.

NOW THEREFORE THIS DEED WITNESSETH that in consideration of price quoted in e-tender and e-auction process and other terms and conditions on the part of the LICENSEE to be observed, the LICENSOR does hereby grant to the LICENSEE, a license of ALL THAT piece of vacant shops in MPT Shopping Complex located at Headland Sadafor legally permitted activities following e- tendering cum e- auction process, which piece of premises is more particularly described in the schedule hereunder written and for greater clearness delineated with the boundaries thereof in the plan annexed hereto (hereinafter referred to as the "licensed premises") TO HOLD the same for the term of \_\_\_\_\_ (5) years from the .....day of ..... (month & year – i.e., the date of handing over of the premises) to the ..... day of .....(month & year), for the purpose(s) it is allotted ie. Commercial activities / offices subject to the following conditions:-

- 1) The LICENSEE has paid to the LICENSE OR first year license fee based on price quoted in e-tender and e-auction process Rs.....(Rupees.....only), The price quoted shall not include Service Tax / GST. GST/ Service tax shall be payable extra by the bidder according to applicable rates.

License fee for the premises will be payable based on the quoted fee in e-tender cum e-auction process in advance on an annual basis. The license fee for the 1<sup>st</sup> year is Rs\_\_\_\_\_ (Rupees \_\_\_\_\_) which is effective from \_\_\_\_\_. From the 2<sup>nd</sup> year onwards, fee will be payable 7 days prior to the date on which the payment becomes due. The license fee will be escalated by an amount of 5% every year on previous year's license fee.

The LICENSEE has deposited with the LICENSOR as Security Deposit towards fee an amount of Rs..... (Rupees.....only) equivalent to two year's license fee, the receipt of which the LICENSOR hereby acknowledges. The security deposit so paid shall be refundable without interest, after adjustment of any dues including but not limited to any arrears of license fee or other amounts due to the LICENSOR and/or damages to the premises, at the time of handing over vacant possession of the licensed premises on the expiry or termination of the License.

- 2) The LICENSEE shall from time to time and at all times during the said term pay and discharge all rates, taxes, charges, and assessments of every description now subsisting, including arrears if any, accrued due before the .....(viz., the date of commencement of the term of the License), or which may at any time hereafter during the said term, be imposed, charged or assessed upon the licensed premises hereby demised or the building to be erected thereon, will be payable by the LICENSEE.
- 3) The LICENSEE shall be bound to pay interest on all overdue payments from the date when the same becomes due at the rate as specified in the Scale of Rates for the time being in force and as revised from time to time on compounded interest basis, subject to a minimum of Rs.100/- (Rupees one hundred only) it being made clear that the liability for payment of interest shall not affect the other rights accruing to the LICENSOR on account of such defaults on the part of the LICENSEE.
- 4) Default in License Payment: If the LICENSEE makes default in payment of the license fee, or any other dues to the LICENSOR under this Agreement or otherwise and/or interest as provided hereinbefore, for a period exceeding three(3) months from the due date, the LICENSOR shall be entitled to terminate this agreement and cancel the license forthwith, duly forfeiting the Security Deposit. The LICENSEE shall thereupon forfeit all his/its rights hereunder and shall remain liable for any sum then due by the LICENSEE and also for any loss, which may be caused to the LICENSOR by reasons of such default.
- 5) The LICENSEE shall use the licensed premises only for the purpose(s) ie.for legally permitted commercial activities / offices / shops for which the licensed premises has been allotted/ licensed, unless otherwise approved by the LICENSOR. The Licensee shall not sublet , transfer or assign the said land in whole or in part in any manner whatsoever to any other person or persons whatsoever.
- 6) If the LICENSEE fails to utilize the licensed premises for the purpose for which it is allotted, within two years (24 months) of the allotment / handing over of the licensed premises by the LICENSOR, the LICENSOR shall have the right to terminate the license and repossess the licensed premises.
- 7) All plans for the development of licensed premises shall be got approved by the Competent Authority of the Civil Engineering Department of the LICENSOR. The plan should also be got approved by the Local/Statutory Authority concerned before commencement of any work.

- 8) The LICENSEE shall have quiet and peaceful possession of the licensed premises, subject to their fulfilling the terms and conditions contained herein.
- 9) The LICENSEE shall utilise the maximum permissible area of the licensed premises for the allotted purpose. If the LICENSEE does not or is not able to utilize the entire licensed premises licensed to him, the portion of the licensed premises not required by him should be surrendered without any liability for payment of compensation. If the LICENSEE fails to adhere to the same or the LICENSEE does not surrender the unutilised portion of the licensed premises the LICENSOR shall have the right to repossess without any claim for compensation whatsoever, the whole or part of the portion of the licensed premises left unutilized and use the same in any manner deemed expedient by the LICENSOR. In case there is any dispute regarding the extent of premises that should be utilized for the construction/allotted purpose or the extent to be repossessed, the decision of the Board of the LICENSOR shall be final and binding.
- 10) The LICENSEE shall not at any time without the previous consent in writing of the LICENSOR erect or suffer to be erected on the licensed premises any building(s)/structure(s) other than those approved by the LICENSOR or make any alteration in the plan or elevation of the said buildings or use the licensed premises for any purpose other than that approved by the LICENSOR.
- 11) The LICENSEE shall obtain all statutory and mandatory clearances as may be required under law including environmental clearances from appropriate authorities, before execution/commissioning of the project and from time to time thereafter.
- 12) The LICENSEE shall observe and perform in accordance with all Port Regulations/directions and follow all safety norms as may be prescribed by the competent/statutory authorities from time to time and the same are deemed to be a part of the license deed and shall be binding on the LICENSEE.
- 13) This license shall be governed by provisions of the Major Port Trusts Act, 1963, Indian Ports Act, 1908 and all directives issued by the Government of India from time to time. It shall be binding upon the LICENSEE to comply with all such directives issued by the Government of India and communicated by the LICENSOR.
- 14) The LICENSEE shall at all times during the subsistence of the license maintain the licensed premises in good sanitary condition and repair and keep the building(s)/structure(s) erected and /or to be erected on the licensed premises in good and tenantable condition. If the LICENSEE fails to maintain the licensed premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the licensed premises in good and tenantable condition or as directed by the LICENSOR the LICENSOR may, if necessary, arrange for execution of necessary works to maintain the licensed premises in good sanitary condition and repair and the building(s)/structure(s) erected and /or to be erected on the licensed premises in good and tenantable condition and the LICENSOR shall be entitled to recover the costs incurred for the execution of such works from the LICENSEE.

- 15) If, on request in writing by the LICENSEE the LICENSOR removes/relays/reroutes or causes removal/relay/re-routing of any utility services such as underground or overhead electric lines, telegraphic or telephonic lines, water pipelines, drains etc., from the licensed premises, the LICENSEE shall pay the LICENSOR the cost of such removal within fourteen days from the date on which demand in writing for such cost is served on the LICENSEE.
- 16) The LICENSEE will pay for any damage done by him/it or his/its Employees/workers or agents during the aforesaid period to any property of the LICENSOR on the licensed premises or premises adjacent thereto.
- 17) The LICENSOR shall not be responsible to the LICENSEE or any other person(s) for any loss or damage or injury to life or property arising directly or indirectly from the use of the licensed premises and the activities the LICENSEE is engaged in on the licensed premises during the period of license. The LICENSEE shall also indemnify the LICENSOR against all loss or damage or injury to life or property of any one including third parties or claims and costs thereof arising directly or indirectly from the use of the licensed premises by the LICENSEE and the activities the LICENSEE is engaged in the licensed premises during the period of license.
- 18) Hoarding or advertisement board shall not be erected in the licensed premises without the written permission of the LICENSOR.
- 19) The LICENSOR's and their authorized agents shall be entitled to enter the licensed premises at any time and inspect the same.
- 20) The LICENSEE shall not sublet or otherwise sublicense the licensed premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof. Any sublicense of the licensed premises or any part thereof or of the building to be erected thereon or any part thereof shall be treated as unauthorized and shall make the license liable for termination/cancellation.
- 21) The LICENSEE shall not assign or transfer the licensed premises or the building(s)/structure(s) erected or to be erected thereon or any part thereof without obtaining prior approval of the LICENSOR. Any assignment or transfer of the licensed premises or any part thereof or of the building to be erected thereon or any part thereof, without prior permission of the LICENSOR shall be treated as unauthorized and shall make license liable for termination/cancellation. The LICENSEE shall be liable to pay such charges, fees or levy as are prescribed from time to time by the LICENSOR for assignment or transfer of License. The LICENSEE further undertakes to discharge any and all liability of the original LICENSEE, including the remittance of dues, towards the Port, which may at any time be demanded by the Port on account of transfer as per rules and if the transferor extracts premium on the transfer of the license, fifty percent of such premium shall also be paid to the LICENSOR.
- 22) The LICENSEE shall not create any charge in respect of the licensed premises or its license hold interest in the licensed premises or the building constructed on the same without the prior written consent of the LICENSOR, it being clearly understood that such

consent will not be granted, except in the case of charges in favour of reputed financial institutions / scheduled Banks.

- 23) The LICENSOR shall retain the first charge on the licensed premises or its license hold interest on mortgaging the licensed property. The LICENSEE shall be liable to pay such charges, fees or levy as are prescribed from time to time by the LICENSOR for written consent for mortgaging the licensed premises or its license hold interest.
- 24) The LICENSEE may terminate the license at any time before the expiry of the license period on giving six months prior notice in writing to the LICENSOR or six month's fee at the then prevailing yearly license rate, in lieu thereof. And the LICENSOR doth hereby further agree that upon receipt of such notice the LICENSEE shall be entitled to remove all or any buildings and fixtures which at any time during the currency of this license shall have been erected or fixed by the LICENSEE upon the licensed premises without any claim to any compensation whatever and surrender the licensed premises to the LICENSOR.
- 25) The LICENSOR hereby agrees that the LICENSEE observing all the aforesaid conditions, shall peaceably hold and enjoy the licensed premises during the said term without any interruption by the LICENSOR. On expiry of the license period the LICENSEE shall deliver possession of the licensed premises restored to its former condition.
- 26) Upon any breach or non-observance by the LICENSEE or by a person claiming through or under the LICENSEE of any of the aforesaid covenants or conditions provided or the breach or violation of any provision of this Agreement the LICENSOR may, notwithstanding the waiver of any previous cause or right of re-entry, enter upon the licensed premises and re-possess it, as if this license had not been granted and thereupon this demise shall absolutely determine and the LICENSEE shall be entitled within three calendar months from the date of such re-entry to remove all buildings and fixtures which at any time during the currency of this license shall have been erected or affixed by the LICENSEE upon the licensed premises without any claim to any compensation whatsoever.
- 27) The LICENSOR shall be entitled to cancel/terminate the license before expiry of license period if the LICENSEE is declared insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the LICENSEE or if a substantial portion of the assets, property, revenues or business of the LICENSEE is confiscated or expropriated by the Government (Central or State) or any governmental agency or third party or if the law relating to the sick companies applies to the LICENSEE or the LICENSEE is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the LICENSEE or the LICENSEE is reconstituted or the business or operations of the LICENSEE is closed either due to disputes inter-se amongst its stakeholders or otherwise.
- 28) Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that the LICENSOR shall be entitled to terminate the license at the risk and the cost of

the LICENSEE in the event of violation if any, of the provisions hereof by the LICENSEE which is not rectified within a period of ninety (90) days of a notice issued in this behalf by the LICENSOR.

- 29) If the LICENSEE commits any breach or violates any provision of this License Agreement, the LICENSOR may, without prejudice to its right to terminate the License, impose appropriate penalty on the LICENSEE depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the LICENSEE to present his case
- 30) After the expiry or earlier termination of license if the LICENSEE continues to occupy the Licensed Premises such occupation shall be unauthorized and without prejudice to the right of the LICENSOR to evict the LICENSEE for such unauthorized occupation, the LICENSEE shall be liable to pay compensation for wrongful use and occupation at three times the annual licensefee applicable as per the then prevailing Scale of Rates (SOR) of the LICENSOR for premises in the similar category in the area where the licensed premises is situated, irrespective of whether premises was originally allotted on upfront basis, till vacant possession is obtained. In cases of upfront bidding, the annual licensefee would be determined on pro-rata basis.
- 31) Upon expiry or termination of the license for any reason whatsoever, the LICENSEE shall remove the structures erected or other improvements made by him/it on the Licensed premises without any claim to compensation whatever and restore the licensed premises to its original condition, within such time as directed by the LICENSOR. If the LICENSEE does not remove the buildings and fixtures or restore the licensed premises to its original condition as required and within the time prescribed, the LICENSOR shall have the right to remove the said buildings and fixtures and restore the licensed to its original condition and the cost of such removal and restoration shall be realized from the sale of materials and the balance, if any, from the LICENSEE. In case there is any amount left from the sale price of the materials so removed, after realization of the cost of removal and restoration referred to herein, the same may be utilized by the LICENSOR for recovery of any other amounts that may be due to the LICENSOR from the LICENSEE.
- 32) It is agreed between the parties that notwithstanding any other provisions herein contained, subject to Six (6) months prior notice by the LICENSOR, the LICENSOR shall be entitled to cancel the license either in respect of the whole licensed premises or any part thereof, with improvements thereon, if any, before the expiration of the license period specified herein if the licensed premises or part thereof, is required for Port's development purposes / activities and in that event, the LICENSEE shall be entitled to corresponding remission of the License Fee where applicable and compensation payable will be worked out by the Chief Engineer, Mormugao Port Trust in accordance with the formula provided in clause 35 below, in respect of the buildings and fixtures, if any, which at any time during the currency of the license may have been erected or affixed by the LICENSEE upon the licensed premises, provided, however, that in case of any dispute between the parties hereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the LICENSOR shall be final and binding.



- 33) It is also agreed between the parties that notwithstanding any other provisions herein contained, at the time of termination or expiry of the License, as provided herein, if the LICENSOR requires the buildings or other fixtures erected on the premises for its Port's development purposes / activities or otherwise, the LICENSOR shall be entitled to take over the same by paying compensation in respect of the same to the LICENSEE on the basis of the following formula, provided however that in case of any dispute between the parties thereto regarding the rate or quantum of compensation payable under the aforesaid provision, the decision of the Board of the LICENSOR shall be final and binding.

**FORMULA PRESCRIBED FOR PAYMENT OF COMPENSATION**

<b>DV</b>	<b>=</b>	$R + \frac{(E-R)(L-A)}{L}$
<b>DV</b>	<b>=</b>	<b>DEPRECIATED VALUE</b>
<b>E</b>	<b>=</b>	<b>PRESENT DAY COST</b>
<b>R</b>	<b>=</b>	<b>10% OF E.</b>
<b>L</b>	<b>=</b>	<b>ASSESSED LIFE</b>
<b>A</b>	<b>=</b>	<b>PRESENT AGE</b>

- 34) It is distinctly agreed that the LICENSEES shall not claim or be entitled to any compensation whatever except as regards buildings and fixtures not removed by the LICENSEES from the licensed premises in compliance with a request in writing by the LICENSOR.
- 35) The LICENSOR shall be entitled to allow any public utility services such as electric posts, or cables, water supply, sewer lines, drains, sanitary lines or telegraph post or cables, to be taken through the licensed premises and the LICENSEES shall not be entitled to any compensation in respect of the same, including compensation, if any, relating to the space occupied by such public utility services. Provided that while allowing such public utility services to be taken through the licensed premises, only the minimum possible hindrance shall be caused to other structures in the licensed premises.
- 36) In case of any disputes, differences arise between the parties and which may be subject matter of any action in the Court of Law, subject to the provisions hereinbefore, the same shall be referred to the Courts having local jurisdiction in the State of GOA.
- 37) It is also agreed that the terms "the LICENSOR" and "the LICENSEE" herein used shall, unless inconsistent with the context will include in the case of the former his/its successors in office and assigns and in the case of the latter permitted assigns.

38) The Bid document and all the correspondence exchanged between the LICENSOR and the LICENSEE as detailed below shall form part and parcel of this license agreement and shall be binding on both the parties.

- i
- ii
- iii
- iv

The Schedule above referred to:

Registration District : South Goa  
Taluka : Mormugao  
P.T.S No. :  
Chalta No. :  
Area (Sq.m.) :

Tenure : 8 years

**DESCRIPTION**

All the piece and parcel of premises situated in Vasco city, Mormugao Taluka.

**BOUNDARIES**

South:

West:

North:

East:

The plan above referred to it appended.

IN WITNESS whereof the common seal of the Board of Trustees of Port of Mormugao has been affixed and the Chief Engineer of the Mormugao Port Trust for and on behalf of the Board of Trustees of the Port of Mormugao has signed and the LICENSEES have executed those presents on the day and year first above written.

The common seal of the Board of Trustees of Port of Mormugao has been affixed and the Chief Engineer of the Mormugao Port Trust for and on behalf of the Board of Trustees of the Port of Mormugao has signed in the presence of:

Witness (1)

(2)

The duly constituted attorney of the LICENSEE has signed, in the presence of:

Witness (1)

(2)

The document is typewritten :

The document is prepared by :

Correction and interlineations :

## Annexure-VI

### PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE E-TENDER DOCUMENT DOWNLOADED.

To ,

The Chief Engineer,  
Mormugao Port Trust,  
Head premises Sada,  
Goa, India.

Sir,

We, \_\_\_\_\_

\_\_\_\_\_ do hereby confirm that no changes have been made in the e- tender document downloaded and submitted by us for the e- tender No. \_\_\_\_\_

Yours faithfully,

Signature :  
Name & Designation :

## 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 project of "Licensing of vacant shops located at MPT Shopping Complex, Headland Sada for a period of 5years for legally permitted activities by following e-tender cum e- auction process." (hereinafter referred to as the "Project") and the BIDDER/SELLER is submitting his bid for the project and

WHEREAS the BIDDER is a Private Limited company/Public Limited company/Government undertaking/registered partnership firm/ constituted in accordance with the relevant law in the matter and the '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, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The '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, favour, 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the '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 favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the '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 care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the '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 \_\_\_\_ (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/ EMPLOYER' through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the 'BUYER/ EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/ EMPLOYER' shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of \_\_\_\_\_ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 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, alongwith interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the '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 or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings." Copy of the Guidelines on Banning of business dealings" is annexed and marked as Annexure.
- (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 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' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Dr.AjitRaizada, IAS (retd.)  
D-2, 74 Bungalows, TT Nagar,  
Bhopal - MP

- 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 upto 5 years 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.  
Designation  
Deptt./MINISTRY/PSU

CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

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.

**MORMUGAO PORT TRUST,  
ENGINEERING CIVIL DEPARTMENT,  
MAIN ADMINISTRATIVE OFFICE BLDG,  
HEADLAND, SADA, GOA.**

**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9)The time of 30 ( Thirty ) minutes shall be granted for e auction . In case if any tenderer submits his offer during last five minutes before the prescribed time of 30 minutes getting over ,the time for offer shall be automatically extended to further five minutes and such time may be further extended for further five minutes and such time may be further extended in the similar fashion . If no tenderer submits the further offer in the extended five minutes time , the auction shall be closed automatically and the heighest bidder shall be the winner.

10)The minimum increment in the offer shall be in the multiple of Rs.10/- per squaremetre in respect of plot/premises and increment in the offer below Rs. 10/- shall not be considered for e-auction.

11) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

12) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.