

**MORMUGAO PORT TRUST**

**MARINE DEPARTMENT**

**e-TENDER No. DC/O(17)/2017/6**



ISO 9001 : 2015  
ISPS Compliant Port

**e-Tender Document**

**for**

**“Supply, Manning, Operation and Maintenance of One Number Pilot Launch  
with Steel / FRP Hull on Hire Basis to Mormugao Port Trust”**

**THROUGH E -TENDER ON WEB SITE**

**[www.tenderwizard.com/MPT](http://www.tenderwizard.com/MPT)**

**Due at 1030 hrs on 23.08.2017**



ISO 9001 : 2015

ISPS Compliant Port

## **MORMUGAO PORT TRUST**

### **MARINE DEPARTMENT**

#### **e- PORTAL NOTICE INVITING ONLINE TENDER**

**e-TENDER No. DC/O(17)/2017/6**

**e-Tender Document for “Supply, Manning, Operation and Maintenance of One Number Pilot Launch with Steel / FRP Hull on Hire Basis to Mormugao Port Trust”**

Pre Bid Meeting Date & Time: 03/08/2017 at 11.00hrs.

Due date & time : 23/08/2017 at 1030 hrs.

Cover I opening : 23/08/2017 at 1100 hrs.

**Further details: [www.tenderwizard.com/MPT](http://www.tenderwizard.com/MPT)**

**Deputy Conservator**

**MORMUGAO PORT TRUST**

**MARINE DEPARTMENT**

**e-TENDER No. DC/O(17)/2017/6**

**e-Tender Document for “Supply, Manning, Operation and maintenance of One number Pilot Launch with Steel / FRP Hull on hire basis to Mormugao Port Trust”**

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**EMD : Rs. 10,50,000/-**

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

**Due at 10.30 hrs. on 23/08/2017**

**MORMUGAO PORT TRUST**  
**MARINE DEPARTMENT**  
**SECTION-1**

**1. NOTICE INVITING ONLINE TENDERS (NIOT)**

Details about tender:

1.1	Tender inviting	DEPUTY CONSERVATOR, MORMUGAO PORT TRUST
1.2	e - Tender No.	<b>e-TENDER No. DC/O(17)/2017/6</b>
1.3	Name of Work	<b>e-Tender Document for “Supply, Manning, Operation and maintenance of One number Pilot Launch with Steel / FRP Hull on hire basis to Mormugao Port Trust”</b>
1.4	Bidding Type	Open (e-tender mode only)
1.5	Tender Currency Type	Single
1.6	Tender Currency Settings	Indian Rupee (INR)
1.7	Tender Cost	Rs.5000.00 (Non Refundable)
1.8	EMD Cost	Rs. 10,50,000/-
1.9	Payment of Tender Fee & EMD	<p>The Tender cost should be paid in e-payment mode only. EMD can be paid through e-payment or Bank Guarantee in Earnest Money Deposit in the form of a Demand Draft/Pay Order or Bank Guarantee issued by a Nationalised Bank / Scheduled Bank except Co-operative Bank having its Branch at Vasco-da-Gama or Mormugao, Goa. The EMD exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be submitted in electronic format (by scanning) while uploading the bid.</p> <p>Mode of Payment towards Tender Cost and EMD to be paid online through e-Payment mode before due date via :</p> <p>1.National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank.</p> <p>2. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay.</p> <p>3.Net Banking: Payment can be made through the Internet Banking of Any Bank.</p> <p><b><i>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</i></b></p>

1.10	Security Deposit	10 % of the annual contract value in the form Bank Guarantee from any Nationalised / Scheduled Bank except Co-operative Bank, having its branch at Goa.
1.11	Commencement Period	1. For newly constructed Boat: Within 8 (Eight) months from the date of issuance of Letter of Acceptance (LOA) by the Employer. 2. For readily available Boat not more than five years old: Within 2 (two) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.
1.12	Period of Contract	The contract shall remain valid for a period of Seven years from the date of commencement of service.
1.13	Minimum Eligibility Criteria	<b>As per Clause no. 2.6 of Instruction to Tenderers.</b>
1.14	Date & Place of Pre Bid Meeting	<b>03/08/2017 @ 11:00 Hrs.</b> Conference Room, Office of the Deputy Conservator, Mormugao Port Trust, First Floor, A.O. Bldg., Headland Sada, Goa - 403 804. A training session for the Tenderers on e-tender is arranged on <b>03/08/2017</b> immediately after the pre-bid meeting.
1.15	Last Date & Time for Receipt of Bids	<b>23/08/2017 @ 10:30 Hrs.</b>
1.16	Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on <b>23/08/2017 @ 1100 Hrs.</b> Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
1.17	Bid Validity	180 days from the last date fixed for receiving the tender.
1.18	Online Documents required to be submitted by scanning	a. EMD in the form of DD or Bank Guarantee or online through e-payment. b. Copy of documents viz. Work Order, Completion certificate with performance, Financial Turnover, Auditor's report, Balance sheet, P/L account statement etc. Financial Turnover Certificate as at Appendix-II. c. Entire Tender document, each page and form duly signed and filled in
1.19	Address for communication:	<b>Deputy Conservator</b> , Office of Deputy Conservator, Marine Dept., Mormugao Port Trust, First Floor, A.O. Bldg, Headland Sada, Mormugao, Goa - 403804.
1.20	Contact Details	<b>For Tender related queries ---</b> Phone :08322594801 Email : <a href="mailto:dc@mptgoa.com">dc@mptgoa.com</a> <b>For e-Tendering help contact :</b> E-Tender Help Desk, 3rd Floor, IT-HUB Opp. Govt. ITI, Altinho Panaji, Goa - 403001 <a href="http://www.tenderwizard.com/MPT">www.tenderwizard.com/MPT</a> Ambasa - 09686196764 Harish K. B. - 09686115318 Dilip Pai B. - 08888636107 Email: <a href="mailto:mptetender@gmail.com">mptetender@gmail.com</a>
1.21	Website	<b><a href="http://www.tenderwizard.com/MPT">www.tenderwizard.com/MPT</a></b>

#### **1.24. Format and Signing of Bid**

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.

The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.

## **1.25 INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. Bidders to follow the following procedure to submit the bids online through the e-tender site [www.tenderwizard.com/MPT](http://www.tenderwizard.com/MPT)
2. Bidder should do the registration in the tender site using the '[Vendor Registration](#)' link available on home page.
3. Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
4. Bidder can use 'Document Library' menu to upload technical documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
5. Bidder may get the tenders published documents in 'Tender free view' link in home page and download the required documents/tender schedules by free of cost for read only.
6. Bidder then login into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
7. Only one DSC should be used for a bidder and should not be misused by others.
8. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
9. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the Addendum/Corrigendum's published before submitting the bids online.
10. Bidder must fill the bid documents to be submitted as indicated in the tender schedule and they should use the uploaded format in website.
11. Bidder should prepare the EMD and tender fee as specified in the tender. While, the tender fee shall be paid through e-payment mode, the EMD shall be paid through e-payment mode, for amount Rs.10.00 lakhs or EMD shall be in the form of DD or Bank Guarantee and shall be submitted in electronic format through on line (by scanning) while uploading the bid. The EMD in the form of DD or Bank guarantee in original shall be furnished to the Deputy Conservator, MPT, Goa, through post or by hand and shall reach on or before the bid opening date for the purpose of realization.

To claim exemption from EMD, exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority shall be submitted in electronic format (by scanning) while uploading the bid.

However, either a Soft copy (scanned copy) or Hard copy of EMD/ EMD Exemption Certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority & also e-payment of Tender Fee shall confirm the opening of the Technical Bid of the respective firms.

12. Bidder selects the tender which he is interested using Tender search option initially the tender will be available in vendor unapplied stage.
13. From vendor unapplied stage Bidder has to request the tender document by clicking on Request tender form level-1 icon.

14. After requested the tender, same will move to vendor In progress.
15. The bidder has to select 'Edit Attachment Level 1' icon under action menu of particular tender.
16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
17. The vendor has to quote the rates in provided excel sheet (BOQ) by filling the highlighted in blue color cells and should be updated. *The BOQ document, if found modified by the bidder, his bid will be rejected.*
18. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
19. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
20. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
21. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
22. Bidder should log into the site well in advance for bid submission so that he submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
23. Each document to be uploaded online for the tenders should be less than 5 MB and BOQ and Technical bid should be less than 2 MB. If any document is more than 5 MB, it can be reduced by scanning at low resolution and the same can be uploaded.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidder should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
27. Any documents that are uploaded to the server are subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
28. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.

Tender Document can be submitted online only in the designated two cover system on the e-tender website [www.tenderwizard.com/MPT](http://www.tenderwizard.com/MPT) on or before the due date and time. Tenderer should submit the tender as per specification indicated in BOQ and accordance with the Instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract, etc.

29. Technical and Commercial bid(Cover-I) : The tenderer shall upload in the e-portal website, in the form of scanned copy, documents required as per Pre Qualification Criteria, Test of Responsiveness and other Appendix (Form of Tender, Annual Financial turnover, Power of Attorney etc.) as specified in the Tender.
30. ***Price Bid (BOQ) -(cover-II) : Price should be quoted in Online "BOQ". Price should be quoted in a spread sheet file (.xls format) available in e- tender portal only. Any indication of 'Quoted price' in the online technical bid documents shall be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-tender mode only will be taken up for the purpose for evaluation.***
31. Other conditions:
  - a. There are 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 Deputy Conservator 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 disqualified tenderers.
  - e. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified time and date.



**SECTION-2**  
**2.0 INSTRUCTION TO TENDERERS (ITT)**

2.1 Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 2.6 of the tender document for the work of **“e-Tender Document for “Supply, Manning, Operation and maintenance of One number Pilot Launch with Steel / FRP Hull on hire basis to Mormugao Port Trust”**.

2.2 Bidder is required to submit their tender offer in the form of Two cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT.

2.3 The Notice Inviting Tenders (NIOT) issued by MPT forms part of the Tendering Documents.

2.4 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. Time schedule for various activities in connection with this tender will be as follows:

Event	Venue	Date & Time
Starting of sale of online tender document	Online tender	28.07.2017
Pre-Bid meeting	DC's Office	03.08.2017 at 11.00hrs
Closing of sale of tender document	DC's Office	23.08.2017 at 10.30hrs
Last date of submission of bid	DC's Office	23.08.2017 at 10.30 hrs
Opening of bid	DC's Office	23.08.2017 at 11.00 hrs
Opening of Price Bid of technically qualified Tenderers	DC's Office	Will be announced later

2.5 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.

**2.6 MINIMUM ELIGIBILITY CRITERIA (MEC)**

2.6.1 The Bidder should have **Average Annual Financial Turnover** during the last Three (3) years ending 31<sup>st</sup> March 2016 should be at least Rs. 32,00,000/- Auditors report in original certified by CA or statutory auditors, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L a/c and balance sheet.

2.6.2. The Bidder should have experience of having successfully completed supplying, manning, operation and maintenance during the last 7 years upto 30.06.2017 of:

1. pilot boat under MS Act, or
2. crew boat under MS Act, or
3. Harbour tug under MS Act in any of the thirteen (13) Major Port Trusts of India and shall have executed the following:
  - a) Three similar completed works costing not less than Rs.2.936 Cr. each or
  - b) Two similar completed works costing not less than Rs.4.404Cr.each or
  - c) One similar completed work costing not less than Rupees 5.872 Cr.

2.6.3. 'SIMILAR' Works – means “Supplying, manning, operation and maintenance of

1. pilot boat under MS Act, or
2. crew boat under MS Act, or
3. Harbour tug under MS Act in any of the thirteen (13) Major Port Trusts of India.

2.6.4. The Bidder must be an Indian Registered firm (Furnish copy of Registration Certificate). The tender shall be submitted by an individual or by a Registered Partnership firm or Joint Venture or by a Limited Company. The name and address of the tenderer shall be entered in the space provided in " APPENDIX-XIV".

The following documents (attested copies) to be furnished by the tenderer for status of the firm / company/Joint Venture as per Appendix -XIV.

(i) For Proprietary firm :-

Shop & establishment License, Sales Tax License, Income Tax PAN No./ Copy of Returns, Identification of the Proprietor.

(ii) For Partnership Firm :-

Partnership Deed, Income Tax PAN No./ Income Tax Returns, Partners authorisation to sign the documents (Power of Attorney).

(iii) For Pvt. Ltd / Public Ltd. Co. :-

Article/Memorandum of Association Certification of Incorporation, PAN No., Resolution of Co. to authorize Person to enter the Agreement or Power of Attorney. Tenderer should submit the details of contracts executed in accordance with Schedule, with copy of the agreement / work orders, etc., in support of the contracts, having been executed.

(iv) In case of JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION.

I. In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.

- a) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- b) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- c) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- d) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as APPENDIX- XV.
- e) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- f) Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.
- g) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- h) The purchaser of the tender document must be a lead member of the consortium submitting the tender.
- i) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- j) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of Seven years from the date of commencement of work for the said contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up

equity of the SPV.

## II. FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term „Tenderer“ used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

(a). The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer shall be deemed to have a Conflict of Interest affecting the Tendering Process, if:

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; OR

(ii) A constituent of such Tenderer is also a constituent of another Tenderer; OR

(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; OR

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; OR

(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s“ information about, or to influence the Tender of either or each other.

(b). A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of MoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note:

Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation

arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 6.0 and submit the same in the manner as stipulated.

### III. Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at MEC.

### IV. Assessment of eligibility:

In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of Seven years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV. The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever. The Tenderer shall submit a Power of Attorney as per format given at APPENDIX-XVI, authorizing the signatory of the Tenderer to submit the tender.

Where the “Successful Tenderer” is a „Consortium”, it shall be required to form an appropriate “Special Purpose Vehicle” or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

- a. Members of the Consortium shall nominate one member as the „Lead Member” who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at APPENDIX -XVII, signed by all the other members of the Consortium;
- b. The Tender shall contain the information required for each member of the Consortium as per APPENDIX-XVIII. ***The maximum number of members in the consortium / joint venture shall not be more than two (2).***
- c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per Appendix-XIX & Appendix-II respectively.
- d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at APPENDIX-XX, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
  - (i) Convey the intent to form an SPV with shareholding / ownership equity commitment (s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of Mormugao Port Trust (MoPT) in terms of the said agreement, in case the Contract is awarded to the Consortium;
  - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
  - (iii) Commit the minimum equity stake to be held by each member;

(iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of Seven years from the date of commencement of work for the said contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

(v) ***Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of Seven years from the date of commencement of the contract*** and

(vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of MoPT in relation to the contract throughout the contract period.

f. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of MoPT.

The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per APPENDIX-XXI.

A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per APPENDIX-XXI.

In computing the Technical Capability and Financial Capacity of the Tenderer /Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

Note: For purposes of this Tender, „Associate“ means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression „control“ means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

#### V. Change in composition of the Consortium

Change in the composition of a Consortium shall not be permitted by MoPT either during the Techno-commercial Evaluation Stage [i.e., from the date of issuance of Tender up to the date of notification of the techno-commercially valid tenders] or during the Price-Evaluation Stage [i.e., from the date of notification of the techno-commercially valid tenders up to the date of placement of Letter of Intent (LOI) or Letter of Acceptance (LOA)]. The same may be permitted only after placement of LOI where:

a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by MoPT.

b. The Lead Member continues to be the Lead Member of the Consortium;

c. (i). In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining

member(s) shall fulfil the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

Approval for change in the composition of a Consortium shall be at the sole discretion of MoPT and must be approved by MoPT in writing. MoPT reserves the right to reject any tender if:

- a. At any time, a material misrepresentation is made or uncovered, OR
- b. The Tenderer does not provide, within the time specified by MoPT, the supplemental information sought by MoPT for evaluation of the Tenderer.

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified /rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of MoPT, including annulment of the Tendering Process. If any Tenderer, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Tenderer will be rejected outright.

2.6.5. The Bidder must be an ISO Certified firm and should possess a valid ISO Certificate as on 30.06.2017 issued by any member of IACS or Reputed Certification Bodies who have accreditation with NABCB, India or any other Accreditation Bodies. (Furnish copy of ISO Certificate issued by the Certification Body).

2.6.6. All the crew & staff engaged for Manning & Operation should be of Indian Nationality. Kindly confirm the same as per declaration form annexed at **Appendix - VI**.

***Please Note: The Bidders shall enclose the copy of Annual Financial Turnover for the year 2013-14, 2014-15 and 2015-16 (original copy certified by Chartered Accountant/ Statutory Auditor with Profit /Loss Account and balance sheet).The work order copies for similar works where experience is being claimed, successful completion certificates with performance certificate from clients indicating the date of completion, value of work done is required for the technical evaluation without which the technical scrutiny cannot be carried out and bid will be outright rejected without giving any clarification to the tenderers.***

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

The final date of submission is as indicated at the NIOT. 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 summarily rejected

## **2.8 BIDDER TO INFORM HIMSELF FULLY**

2.8.1.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.

2.8.2. 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.

2.8.3. 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.

## **2.9 EARNEST MONEY DEPOSIT (EMD)**

2.9.1. The Bidder shall furnish an EMD of Rs. 10,50,000/-, without EMD the tender shall be treated invalid. The E.M.D. shall be paid through e-payment mode, for amount Rs.10.50 lakhs, or EMD shall be submitted in the form of Demand Draft or BANK GUARANTEE from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa. Format for the Bank Guarantee for EMD is enclosed as APPENDIX-IX. The BG shall be submitted in electronic format (by scanning) while uploading the bid and the original Bank guarantee shall be furnished to the Deputy Conservator, MPT, Goa, through post or by hand and shall reach on or before the date of opening of the bid for the purpose of realization.

2.9.2. To claim EMD exemption of the tenderers are required to produce an attested copy of the registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME/NSIC or any empowered Central/State Govt. Authority. No claims for exemption without the details stipulated above will be considered. The SSI/MSME/NSIC or any empowered Central/State Govt. Authority or any empowered Central/State Govt. Authority registration Certificate shall be submitted in electronic format (by scanning) while uploading the bid.

2.9.3. 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.

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

2.9.5. MPT reserves the right to forfeit the 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).

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

2.10.1. 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.

2.10.2. 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.

2.10.3.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.

### **2.11 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.

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

2.12.1.The tender document and Price Bid shall be submitted by the person or persons duly authorized to sign on behalf of the Bidders.

2.12.2. 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**.

2.12.3.The tender, if submitted on behalf of principals or a Partnership Firm or Joint Venture 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. The technical and financial experience of the Parent Company / Joint venture /Partnership/ Principal can be considered subject to submission of the documentary evidence for the similar works carried out.

2.12.4. Structure of Organization: Details of the structure of the organization including name of directors, nature of organization, contact person etc. should be filled in Appendix-XIV and should be attached along with the tender.

2.12.5. 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/ JV partners 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.

2.12.6. 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.

### **2.13 AMENDMENTS**

2.13.1. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out 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.

2.13.2.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.



## 2.14. TEST OF RESPONSIVENESS

2.14.1 Prior to evaluation of Tender, the Authority shall determine whether each Tender is responsive to the requirements of the tender. A tender shall be considered responsive only if.

2.14.2. It is received by the Tender Due date including any extension thereof;

2.14.3. Tender cost of **Rs 5,000/-** has been remitted through e-payment or DD only. Earnest Money Deposit of **Rs 10,50,000/-** has been remitted through e-payment or DD or Bank Guarantee as indicated at the NIOT or exemption claimed by producing an attested copy of registration certificate from SSI/MSME/NSIC or any empowered Central/State Govt. Authority.

2.14.4. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2013-14, 2014-15 and 2015-16 as per **Appendix - II**, along with relevant profit and loss statements and balance sheets.

2.14.5. Copies of work order for similar works, successful completion certificate with performance and value of work done to be submitted in electronic format.

2.14.6. The Power of Attorney, as per **Appendix- V** and other relevant Appendix-XIV to Appendix-XXI to be furnished in electronic format.

2.14.7. The tender document along with all the forms to be filled and submitted online with sign and seal of the bidder. The bidder is required to agree all terms and conditions of the tender as per Declaration form annexed at **Appendix-VI**.

2.14.8. The Bidder should not be black listed by any Government or Non-Government Organization. The Bidder shall give an undertaking that no changes have been made in the document. The bidder shall confirm that all the crew & staff engaged for Manning & Operation should be of Indian Nationality as per declaration form annexed at **Appendix - VI**.

2.14.9. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per **Appendix - VII**

2.14.10. The bidder shall submit copy of valid Service tax /GST Registration Certificate, PAN, VAT, EPF registration and ESI registration number, whichever not applicable kindly give an undertaking with documentary proof issued by statutory authority for the non-applicability of such document.

2.14.11 The Bidder is expected to examine all instructions, forms, terms and specifications etc. in the tender document. Failure to furnish all information or documentation required by the Tender documents may result in the rejection of Tender.

2.14.12. The Pilot Launch offered for hire should meet the Brief Specification of the Launch furnished in the Scope of Work of Tender (Section-4). The tenderer shall submit the full particulars of the offered Launch as per Appendix-XI with supporting documents /drawings etc. along with the tender.

2.14.13. Details of Concurrent Commitments if any should be furnished in **Appendix-XII**.

2.14.14. Details of Experience: Tenderer shall give the information regarding their experience in carrying out similar works of operation and maintenance of Floating Crafts/Pilot Boats on hire/time charter as per **Appendix-XIII** or **Appendix- XIX** as relevant to the Bidder in case bid is submitted as single entity or JV /Consortium.

### **2.14.15. INTEGRITY PACT**

The Tenderer have to execute an "Integrity Pact" (IP) as per the format attached in APPENDIX-VIII of this tender document. Integrity pact shall cover the tender throughout its various phases and it would be deemed as a part of the contract. The Tenderer should sign

and submit the “Integrity Pact” to be executed between the Tenderer and Mormugao Port Trust along with the Tender in a separate envelope superscribing “Integrity Pact”. Tenders not accompanied with IP will be rejected. The IP would be implemented through the following Independent External Monitor (IEM) for this tender.

Dr.Ajit Raizada,( IAS.retd.),  
D-2, 74 Bunglows,  
TT Nagar, Bhopal  
Madhya Pradesh

***The Integrity Pact duly signed, scanned and uploaded along with e-tender. The integrity pact original hard copy shall be submitted before due date of the tender to the Deputy Conversator, Marine Department, Mormugao Port Trust, Headland Sada Goa 403804.***

2.14.16.The Tender fee and EMD shall be furnished as indicated in the NIOT. Upon confirmation of receipt of the same the Techno-commercial bid (Cover-I) shall be opened on the date indicated at the NIOT. The Price-bid of only those Bidders shall be opened whose Tender is found to be responsive. The date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.

2.14.17. 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.

## **2.15.ERRORS IN THE TENDER DOCUMENT**

2.15.1.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.

2.15.2.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.

2.15.3.Provided that the Tender is substantially responsive, the Port shall correct arithmetical errors on the following basis:

2.15.4. 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;

2.15.5. 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

2.15.6. 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.

2.15.7.If the Bidder that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected.

## **2.16. 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.

## **2.17. CONTRACT WORKS AND CONTRACT PRICE**

**2.17.1.** 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.

2.17.2. 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.

## **2.18. SCHEDULE OF PRICE**

**2.18.1.** 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.

2.18.2. The total prices will be evaluated based on lowest offer among competitive offer.

**2.18.3. *The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods / services in the price bid. If Govt applies any other new tax in future, the same will be reimbursed on production of documentary evidence. Bidders to specify tax component separately.***

2.18.4. 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.

2.18.5. The Price shall include all expenditure incurred towards mobilization and demobilization.

2.18.6. Price shall be quoted in Indian Rupees only.

## **2.19. 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.

## **2.20. PRE-BID CONFERENCE**

MPT shall hold a pre-bid meeting on **03.08.2017 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, First Floor, 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.

## **2.21. TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID**

2.21.1. 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.

2.21.2. 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 BOQ of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

2.21.3. The date and time will be intimated to Bidders whose offers are found suitable and BOQ of such Bidders will be opened.

2.21.4. 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.

2.21.5. 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.

## **2.22. OPENING OF PRICE BID**

### **COVER - II (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).

## **2.23 EVALUATION AND COMPARISON OF TENDERS:**

**2.23.1.** Only those tenders, as determined to be substantially responsive to the requirements

of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Port's decision on this shall be final, conclusive and binding.

**2.23.2.** Tenderer has to indicate the all-inclusive hire rate of the Launch per day (except service tax) without fuel cost as per " Schedule-B Price Bid". Based on the hire rate quoted, Port will work out the total hire charge for all seven years and the same will be considered for evaluation of the Tender.

**2.23.3. Fuel Consumption:**

The tenderer has to specify the maximum fuel (HSD) consumption of the Launch per running hour for atleast 15 knots speed, in litres (For both Main Engines & Auxiliaries together), during the entire period of seven years as per " Schedule-B Price Bid". Port will consider quantity of fuel consumed for 6 hrs. of running of the Launch at the above quoted consumption rate per day (for evaluation purpose only) and work out the fuel cost for seven years by considering the rate of the HSD at the market rate prevailing on the date of tender submission.

**2.23.4.** The total fuel cost thus worked out for seven years will be added to the total hire charges worked out for seven years, for evaluation of the Tender.

**2.23.5.** During the course of deployment of Launch at Mormugao Port, if the fuel consumption of the Launch is found above the declared consumption rate per hour indicated in the Price Schedule, the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Mormugao Port.

#### **2.24. 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.

#### **2.25. 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.

**DEPUTY CONSERVATOR  
MORMUGAO PORT TRUST**

## SECTION-3

### 3. GENERAL CONDITIONS OF CONTRACT

#### 3.1 DEFINITIONS:

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires

"Employer" means Board of Trustees of Mormugao Port, a body corporate under the Major Port Trust Act, 1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Deputy Conservator or any other officers so nominated by the Board. Mormugao Port Trust (MoPT).

"Contractor" means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.

Deputy Conservator means the Deputy Conservator of Mormugao Port Trust, Headland Sada, Goa.

"Contract" means and includes Tender Documents, Instructions to Tenderers, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.

"Contract Price" means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.

"Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.

"Work" or "Works" shall mean the whole of the plant and materials to be provided and work to be done, executed or carried out by the contractor under the contract.

The "Site" shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.

The "Schedule" shall mean the schedule or Schedules attached to the specifications.

The "Drawings" shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Deputy Conservator and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Deputy Conservator and all other drawings supplied or furnished by the contractors or by the Deputy Conservator in accordance with these contract conditions

"Trials" and "Tests" shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'Employer'.

"Approved" or "Approval" shall mean approval in writing.

"Month" shall mean English Calendar Month.

A Day : A day means a day of 24 hours from mid night to next mid night as recorded at 0000 hrs to 2400 hrs.

"Completion" means the fulfillment of the supply of Equipments and Related services by the contractor in accordance with the terms and conditions set forth in the contract.\

"Tender" means the offer of the contractor along with all other relevant documents as referred to in the contract.

“Pilot Launch/Launch/Vessel” shall mean 1 (one) number Pilot Launch as may be hired by the Employer as per terms and conditions indicated in the contract.

Deputy Conservator’s Representative : Deputy Conservator’s Representative means any Officer duly authorized by the Deputy Conservator to supervise the works.

Daily Charge : Daily charges mean hire, manning, maintenance & operation charges of Launch for 24 hours of any day from 0000 hours to 2400 hours.

Work done Certificate : Work done certificate means certificate issued by the Deputy Conservator or his representative where the work has been completed to his satisfaction in accordance with the contract.

Sub-contractor : Sub-contractor means any person or firm or company to whom any part of work has been entrusted by the Contractor with the written consent of the Employer.

Equipment : Equipment means all equipments, appliances and fittings on the vessel those are required to execute the work.

### 3.2. CARE AND DILIGENCE:

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to Employer for the proper, efficient and effective carrying out of their duties.

### 3.3. ASSIGNMENT AND SUBLETTING :

The contractor shall not be permitted to sublease the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

### 3.4.COMPLIANCE WITH STATUTORY REQUIREMENTS :

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Workmen’s Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker’s Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye- laws or scheme by the Contractor. If as a results of contractor’s failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor. All statutory Approvals are in the contractor’s scope. For the work carried out within dock area in the vicinity of any wharf or quay, the contractor

shall abide by all the provisions of the Dock Workers (Safety, Health &Welfare) Regulation 1990.

Notwithstanding the contractual obligation, the Board shall be entitled to all protections and defences under the provisions of the Major Port Trusts Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

### 3.5.PAYMENT OF TAXES :

The Contractor shall be liable to pay all taxes, levies, duties etc. to state Govt. or Govt. of India or any other authority under any law in respect of or in accordance with the execution of the contract. Employer will pay GST extra to the contractor at applicable rates.

Any new tax introduced by the Government after the award of contract, which the Employer is liable to pay as per law alone shall be paid to the contractor subject to submission of documentary evidence.

Any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties shall not be paid/reimbursed by the employer under any circumstances.

### 3.6.INCOME TAX DEDUCTION :

Deduction of Income Tax or other applicable taxes shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act or other acts as prevalent at the time of releasing payment..

### 3.7.INSURANCE :

3.07.1 During the hire period, the Launch shall be kept insured by Contractor at their expenses against P & I, Marine Hull & Machinery. Apart from these two insurances if the Contractor feels to take any other insurance cover, he is free to take at his own cost. The Employer shall not be liable for any claim, loss or damages to the Launch or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the Launch. The Contractor shall insure all his employees against any accidents and indemnify Mormugao Port during the period of the contract.

3.07.2 The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for the injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

3.07.3 In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.

### 3.8.DOWNTIME :

3.08.1 The Contractor will be allowed a downtime of 12 days in each contractual year for upkeep of the Launch. The full one-year's downtime will be credited at the beginning of each contractual year. However, in order to lay up the Launch for carrying out any



- maintenance work or repairs or surveys etc. by availing the permissible down time, the Contractor must take prior permission in writing from the Deputy Conservator. During laying up of Launch by availing down time available at the credit of the Contractor, with prior permission of Employer, hire rates will be paid. The balance down time available at the end of the contractual year will not be carried forward to the next contractual year. Even if un-availed down time is remaining at the credit of the Contractor, if the vessel become unavailable for Employers use without taking prior permission of Employer, penalty as per Clause 3.9 will be applicable in all such cases of unavailability
- 3.08.2 The Contractor shall plan the layup of Launch for dry-docking / Major repairs/ statutory surveys, in such a way that the Launch must be available for Employer's use during SW monsoon season i.e. May to September.
- 3.08.3 The Launch shall be required to be ready for operation within half an hour notice of the Employer. Should the Contractor fails to make the Launch ready for use, the entire period for which Launch was idle after the last operation till her coming back for Port operation shall be treated as down time of the Launch.
- 3.08.4 For late reporting to duty after one hour from Employers notification for operation, the Launch shall be declared out of commission for the day.
- 3.08.5 If the Launch is declared as out of commission due to fault of Contractor for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.
- 3.08.6 In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Launch due to the fault / negligence of the Contractor, no charges shall be payable .

### 3.9. PENALTY :

3.9.1 In case the offered Launch become un-available for operation, then a sister Launch or substitute Launch with similar/ better specification and satisfying the age criteria stipulated for offered Launch, shall be provided as a replacement by the contractor, at no extra charge to the Employer, within 12 days (whereas it comprises of 12 days downtime) from the time and date the offered Launch become unavailable. If the fuel consumption of the substitute Launch is more than that of the offered Launch, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills.

3.9.2 If the contractor has not deployed the replacement Launch within 12 days from the time and date the offered Launch become unavailable for use then below clause will apply.

3.9.3 If the Launch is not available for the use of Employer after the remaining period of downtime available at credit, ***a penalty will be levied to the contractor towards cost incurred with respect to bunkering charges during use of Port hired tug*** from the date and time of such unavailability in addition to non-payment of hire charges for the said contract. ***At Mormugao Port readily available launch are not available for immediate hire on short notice as per our knowledge. In this condition the contractor is unable to supply sister Launch or substitute Launch with similar/ better specification, then Port will be compelled to deploy port hired tug for various operation as required under this contract. The actual bunkering charges will be recovered from the contractor bill's for e.g. pilot act of two hours operation or actual time taken for any such operation where need arises under this contract, Port hired tug will be used. The penalty charge of Rs.7500/- per hour or part thereof will be charged for the use of Port hired tug as and when the said hired pilot launch is not available for use by the Port.***

3.9.4. The contractor has deployed the replacement Launch in the specified period but offered Launch is not brought back for operation within 60 days from the time and date the offered Launch become unavailable, the contract is liable to be terminated at the discretion of the Employer.

3.9.5 In case of termination, the downtime available at the credit of the contractor will lapse and penalty as above shall apply. The Bank Guarantee shall be encashed, as per clause 3.17 of the General Conditions of Contract.

3.9.6 In case the speed of the Launch as determined in the acceptance trials or during the contract period falls below 15 knots as specified in the tender, the Employer shall have power to deduct an amount equivalent to 5% of daily hire charges for every 1 knot or part thereof of reduced speed. However, if the speed of the Launch falls below 13 knots, Mormugao Port Trust reserves the right to terminate the contract.

**3.10. BOARD'S LIEN :**

The Board shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Board to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Board and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall refund or pay the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

**3.11. CONTRACTOR TO INDEMNIFY BOARD :**

**3.11.1** Contractor shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against Board for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor or his Sub-contractor and Contractor shall indemnify and keep indemnified Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

**3.11.2** Should Board have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Contractor and Sub-contractor shall not be at liberty to dispute or question the right of Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

**3.11.3** EMPLOYER will not be responsible for any damage suffered by the Launch due to failure of the Launch or errors of the Master and crew or any reason whatsoever.

**3.12. POLLUTION DAMAGE:-**

Contractor shall be liable for pollution damage and the cost of clean up which has caused by the Launch (supplied by the Contractor under the agreement to the Port), and/or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.

**3.13. SETTLEMENT OF DISPUTE:-**

3.13.1. In the event of any dispute in the interpretation of any of the clauses of this Agreement, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations. In the event

of failure of mutual negotiations/discussions, the matter can be referred to Arbitration as provided here in below.

3.13.2. The parties shall jointly appoint a sole Arbitrator to resolve the dispute. In the event the parties do not agree upon the Arbitrator within four weeks after one party has claimed for arbitration in writing, each party will nominate an Arbitrator of their choice and two Arbitrators so nominated shall choose a 3rd Arbitrator. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the Agreement subject to the provision of the Arbitration and Conciliation Act, 1996, as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award, as the case may be. The venue of Arbitration shall be Mormugao.

3.14. GOVERNING LAW: The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Goa.

3.15. EXECUTION:

The Contractor shall in consideration of payments to be made to him as hereinafter provided, execute and perform the work set forth as described in the tender, including any amendments or additions or alterations or changes thereto.

3.16. FUEL CONSUMPTION :

During the course of deployment of Launch at Mormugao Port, if the fuel consumption of the Launch is found above the declared Maximum Fuel Consumption in litres per running hour for atleast 15 Knots speed in “ **Schedule-B, Price Bid**”, the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Mormugao Port.

3.17. PERFORMANCE GUARANTEE/SECURITY DEPOSIT :

The successful Tenderer will be required to submit a Performance Guarantee Bond, within 15 days from the date of issue of Letter of Acceptance, in the form of a bank guarantee issued by a scheduled bank to guarantee fulfillment of performance and obligations of the contract. The value of bank guarantee shall be ten percent (10%) of one year's contract value. This performance guarantee bond shall remain valid till 90 (ninety) days from the date of the expiry of the contract period. The bank guarantee shall be furnished on a stamp paper as per Appendix given in the Tender Document. In the event of the Contractor failing to honour any of the commitments entered into under this Agreement, Employer shall have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the bank. The bank shall be obliged to make payment to EMPLOYER upon demand.

**3.18. CONTRACT AGREEMENT :**

The successful Tenderer will be required to execute an agreement at his expense on One Thousand Rupees (Rs. 1000/-) Stamp Paper in the proper format for the due and proper fulfillment of the contract, within 30 days from the date of issue of Letter of Acceptance (LOA). Pending preparation and execution of the contract agreement as above, the tender submitted by the contractor together with Deputy Conservator's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

**3.19. DELIVERY PERIOD :**

- 3.19.1. The contractor shall deliver the launch in sea worthy and efficient condition and should be in possession of all necessary valid certificates as per the schedule given below.
- 3.19.2. For newly constructed Boat: Within 8 (Eight) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.
- 3.19.3. For readily available Boat not more than five years old: Within 2 (two) months from the date of issuance of Letter of Acceptance (LOA) by the Employer.
- 3.19.4. The date of delivery shall not be a Sunday or legal holiday.
- 3.19.5. If the tenderer fails to deliver the Launch within the stipulated period as stated above, liquidated damages at the rate of Rs. 40,000/- (Rupees Forty thousand only) per day will be levied upto a maximum period of 15 (fifteen) days, after which the contract will be cancelled and security deposit forfeited.

**3.20. LIQUIDATED DAMAGES :**

- 3.20.1. Except as provided under GCC Clause 3.21 (Force Majeure) and Clause 3.22 ( Extension of delivery Period), if the Contractor fails to deliver the offered Launch/ substituted Launch in all respects within 15 (fifteen) months from the date of issuance of Letter of Acceptance (LOA) by the Employer in the case of newly constructed boat and within 6 (six) months from the date of issuance of Letter of Acceptance (LOA) by the Employer in the case of readily available boat, the Employer may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to Rs. 40,000/- per day until actual delivery or performance upto a maximum period of 15 days, after which the Contract shall be liable to be terminated pursuant to Clause 3.25 (Termination of Contract) and Performance Guarantee forfeited.
- 3.20.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. The Board of Trustees of Mormugao Port shall have power to deduct such sum or sums from the money due to the Contractor. No variation made in the scope of contract shall be of any excuse for delay in delivery of the Launch nor prevent the deduction of the said liquidated damages, unless an extension of the delivery period shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid/ deducted as above shall not relieve the Contractor from the obligation to deliver the Launch or from other obligations and liabilities under the contract. In such events as when the Contractor is unable to deliver the Launch for the reasons not attributable to him, he shall apply for grant of extension of completion time within 7 days of such occurrence of event and the Employer shall examine the merit of the case and accordingly extension with or without levy of LD shall be given by Mormugao Port Trust.

**3.21. FORCE MAJEURE :**

- 3.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.

- 3.21.2 The term Force Majeure shall mean acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / authority.
- 3.21.3 Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 3.21.4 Employer shall examine the merit of the case and accordingly Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
- 3.21.5 The decision of the Employer, shall be final and binding in this regard.
- 3.21.6 Notwithstanding with anything contained therein above the total contract period as stipulated in Clause 3.23 will no way be enhanced by way of operation of the clause.
- 3.21.7 However, should such a delay even if due to reason of Force Majeure be protracted for more than three 3 (months), the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favour.

3.22. EXTENSION OF DELIVERY PERIOD :

3.22.1. If at any time during performance of the contract, the contractor or its sub contractors should encounter conditions impeding timely delivery of the goods or completion of related services, pursuant to Clause 3.21 of General conditions of contract, the contractor shall promptly notify the employer in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

3.22.2. Except in case of force majeure, as provided under clause 3.21 of General conditions of contract, a delay by the contractor in the performance of its delivery and completion of obligations shall render the contractor liable to the imposition of liquidated damages pursuant to clause 3.20 of General conditions of contract, unless an extension of time is agreed upon, pursuant to this clause.

3.23. PERIOD OF CONTRACT:

The contract shall remain valid for a period of seven years from the date of commencement of service.

3.24. PAYMENT :-

Payment shall be made at the end of each calendar month, after submission of invoice together with daily check and engine logbook of the Launch to the Deputy Conservator. For this purpose the contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. The bill shall be submitted in duplicate. Payment shall be made within 30 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 30 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

3.25. TERMINATION OF CONTRACT :

3.25.1. The Employer reserves the right to terminate the contract by giving 3 (three) months notice to the Contractor, in case of a breach of agreement.

3.25.2. The Employer reserves the right to terminate the contract by giving 3 (three) months notice to the Contractor, If the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.

- 3.25.3. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.
- 3.25.4. If the Launch remain unavailable for a period of more than 30 days in any continuous spell during the contract period and thereby rendering the Launch inoperative for the purpose of deployment then the Employer shall have the full power to terminate the contract.
- 3.25.5. During the contract period, if the performance of the Launch in the manner in which they are operated is found to be unsatisfactory or if the contractor has not deployed the replacement Launch on or before 30th day from the time and date the offered Launch is inoperative/breakdown or although the contractor has deployed the replacement Launch in the specified period but originally offered Launch is not available on or before 180th day from the time and date the replacement Launch is offered, the contract is liable to be terminated by giving one month notice in writing to the contractor, at the discretion of the EMPLOYER.
- 3.25.6. During the Pre-acceptance Trials or during the contract period, if the launch is found to be unsuitable for operation at Mormugao Port, the contract is liable to be terminated without any compensation to the contractor. The decision of Mormugao Port Trust in this regard will be final and bind to the contractor.
- 3.25.7. EMPLOYER reserves the right to terminate the contract without assigning any reason by giving 180 days notice in writing by fax / Registered post to the Contractor. Contractor may terminate the contract by giving at least 180 days notice.

### 3.26 CERTIFICATES

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

### 3.27 MAINTENANCE AND OPERATION OF LAUNCH :

The Launch shall during the hire period be for all purpose at the disposal and control of the Deputy Conservator. The Contractor shall maintain the Launch, in efficient operating condition and in accordance with good commercial maintenance practice.

The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Launch.

If the Deputy Conservator has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractors on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.

The Masters of the Launch will carry out all orders of the Deputy Conservator or his representative and the Master and Engineer to keep full and correct logs in English, accessible at all times.

### 3.28 FACILITIES TO BE PROVIDED BY EMPLOYER:

Fuel & fresh water for operation of Launch will be supplied by Port Trust on Port account. Such supply will be made periodically as per the requisition of the Contractor.

At least 5 days notice for supply of HSD and 1 day notice for supply of fresh water to be given. The Launch will be directed to receive the same at the designated berths.

In the event of any difficulty faced by Mormugao Port Trust for supply of fuel the Contractor will be requested to supply the same to the Launch and the cost will be reimbursed at actual cost including transport charges on production of supporting documents.

A Log Book will have to be maintained by the Master or Chief Engineer of the Launch indicating day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically and a daily report to be submitted on the same.

***Berthing facility & shore power supply will be provided by the Employer on free of cost basis, whilst the Launch is on hire.***

***Apart from the above, no other services including lubricants or fluids shall be provided by the EMPLOYER.***

### 3.29 CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT :

- 3.29.1 The Contractor after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Contractor shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever, on the opinion of the Deputy Conservator, additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.
- 3.29.2 If and whenever the Contractor's agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Deputy Conservator shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.
- 3.29.3 Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- 3.29.4 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

3.29.5 If any foreigner is employed by the Contractor to work within the Port premises the latter shall ensure that such a foreigner possesses necessary permit if any issued by the concerned civil authority in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner, the Contractor shall be held responsible for the lapse and the Port Trust shall not be liable on any account.

3.30 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

3.31 Changes in constitution of firm: In the case of a tender by partners any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Deputy Conservator for his information.

3.32 EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE :

No official or employee of the Board shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

3.33 Royalties on Patented Articles: The Contractor shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article on design which shall be used by him in or about the construction of the system and shall at all times indemnify the Board and its officers and agents there from and from all actions, suits, demands and claims in respect of the said royalties and other sums of money or any of them, and from all costs, charges, damages and expenses in any way arising there out or incidental thereto. In other words all intellectual property rights and laws shall be honoured and all liabilities there under including all expenses incidental thereto shall be met by the Contractor who shall be wholly responsible for the same, and the Board of Trustees of Mormugao Port Trust not be liable and responsible in any manner.

### 3.34. 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 noncompetitive 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.

### **3.35.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.

### **3.36.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 Deputy Conservator 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.

### **3.37. 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.

### **3.38. 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.

### **3.39. 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.

### **3.40. 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 **Deputy Conversator**, Marine Dept., First Floor, Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. Phone :0832- 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-4  
4.0 SCOPE OF WORK

- 4.1** The contractor's scope include supply, manning, operation and maintenance of one number Pilot Launch with Steel / FRP hull, as per the brief specification given at Clause 4.2., on hire to Mormugao Port. The Contractor will be responsible for keeping the Pilot Launch in sea-worthy conditions at all times and maintain the class. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualling, dry docking and repairs, survey etc., shall be to the account of the contractor. During the contract period, Mormugao Port Trust will provide berthing facilities, shore power supply when the Launch is berthed at the Wet Basin, fresh water and fuel on Port account.
- 4.2** Broad Specification of the Launch
- 4.2.1.** The vessel should be capable of carrying out pilotage operations under all weather conditions in Mormugao Port waters which extends upto about 12 Nautical Miles from the coast.
- 4.2.2.** The brief specification given is only intended to cover the principal requirements and is not to be taken as complete in details. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge. The Launch should be complete in all respect as per Port's requirements and to be commissioned to the entire satisfaction of the Deputy Conservator for this contract or his authorized officers. General arrangement plan and all other relevant technical details of the Launch must be submitted along with the technical bid.
- 1) **LOA:** Length Overall (LOA) of launch to be minimum 15meters, maximum 25 Meters.
  - 2) **Beam:** 4 to 5 Meters approximately.
  - 3) **Depth:** Not less than 2 Meters, should have a freeboard of not less than 1.5m
  - 4) **Draft:** Not more than 1.5 Meters (fully loaded condition)
  - 5) **Speed:** Minimum 15Knots in calm sea condition.
  - 6) **Complement:** Maximum 10 Persons (including 5 Pilots and manning crew).
  - 7) **Engines:** 2 no's Marine Diesel engines with matching hydraulic gearbox and twin screw.
  - 8) **Construction:** Steel / FRP hull with ship building quality with international colour coding of Red hull and white FRP/Aluminum superstructure with 'PILOT' painted on the superstructure. The fendering should be adequate to meet the standard shipping requirements. There should be adequate deck space for pilots to board and disembark ships.
  - 9) **Design:** The General Arrangement Plan has to be approved and accepted by Mormugao Port Trust. The Launch has to be under Class during the Contract period.
  - 10) **Classification:** Built and maintained under IRS or any IACS member
  - 11) **Registration:** M.S Act.
  - 12) **Equipment:** AIS, GPS, VHF – 2 no, Compass, LSA including Life Raft & FFA as per rules & one branded marine searchlight.
  - 13) **Age:** Not more than 5 years as on 30-06-2017.
  - 14) **Pilot Accommodation:** Air conditioned, in a separate cabin on deck level, with seating for at least 5 Pilots with view in the forward direction, toilet with wash basin, adequate ventilation and a folding table with lighting arrangements and VHF (Fixed).
  - 15) **Endurance:** Fuel tank capacity minimum for 12 hours continuous operations at full speed.
- 4.3.** The mobilization and the de-mobilization of the Launch and the crew are on the account of the contractor.
- 4.4.** EMPLOYER at Port of delivery and the contractor at Port of redelivery to take over and pay for all fuel remaining in the Launch at the Port of delivery/redelivery.
- 4.4.1.** Joint survey will be carried out by representatives of Employer and Contractor to assess the quantity of fuel on board during every on-hire and off hire of the Launch.

- 4.4.2. At the time of delivery of Launch, Mormugao Port Trust shall pay the cost of fuel remaining onboard at the IOC rate applicable to Mormugao Port Trust as on the date of takeover of the Launch. At the time of the termination of contract, the cost of fuel remaining on board will be recovered from the Contractor's bill at the IOC rate applicable to Mormugao Port Trust as on the date of termination of contract.
- 4.5. The Launch shall be primarily used for transportation of Pilots between Mormugao Harbour and Pilotage point located about 12 Nautical miles from the Harbour entrance. The Launch shall be available for operation round the clock (24 hours a day) and throughout the contract period. The Launch may be occasionally deployed for the services required by EMPLOYER including but not limited to:
- (a) Towing of other small crafts;
  - (b) Salvage operations on emergency situations;
  - (c) Any other operation as conventionally performed by Harbour crafts.
- 4.6. In the event the Launch being unable to perform the operations, no hire charges will be paid by the EMPLOYER to the Contractor and 3.9 (Penalty) of the General Conditions of Contract shall apply.
- 4.7. Contractors to provide: Except as otherwise stated in this tender or as may be agreed from time to time, Contractors shall provide and/or pay for all requirements, cost or expenses relating to the Launch, their Master and crew which, without prejudice to the generality shall include but not limiting to :
- (a) Dry docking, repairs and all expenses associated therewith.
  - (b) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and crew including their insurance.
  - (c) Deck, cabin and engine room stores.
  - (d) All necessary lubricants.
  - (e) Adequate no. of Mooring ropes.
  - (f) P&I covering wreck removal & various risks and H&M insurance of the Launch.
  - (g) All customs or import duties arising in connection with any of the foregoing transactions.
  - (h) All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc, on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time.
  - (i) Necessary intrinsically safe cables, plugs etc. as the case may be for drawing shore power shall also be supplied by the Contractor.
- 4.8. The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
- 4.9. On the date of commencement of the service, the Launch shall have completed all the necessary surveys and be in possession of all valid certificates.
- 4.10. MORMUGAO PORT TRUST will not be responsible for any damage suffered by the Launch due to failure of machinery or errors of the Master and crew or any reason whatsoever.
- 4.11. Master of the Launch and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- 4.12. The security of the Launch and the crew will be the responsibility of the Contractor.
- 4.13. The Contractor shall nominate a responsible person, who should be available at Mormugao for dealing with the Employer on various matters relating to the contract.
- 4.14. PRE-ACCEPTANCE TRIAL:
- 4.14.1. All statutory certificates of the launch shall be produced for verification of the Employer.

The following tests/trials are to be carried out prior to acceptance of the Launch:-The Contractor at his own cost shall arrange for IRS/ IACS Surveyor for inspection and trial including speed trials of the boats in the port waters of Mormugao Port in the presence of Deputy Conservator or his authorized representatives prior to acceptance. The speed trial shall be carried out, in calm weather conditions, with full manning crew and officials of Mormugao Port Trust/Class Surveyor, fuel and fresh water. In case the Launch do not comply with the required specifications, then the Launch shall not be accepted. Expenditure incurred in connection with the trails/tests shall be to the Contractor's account. During the Pre-acceptance Trials or during the contract period, if the Launch is found to be unsuitable for operation at Mormugao Port, the contract is liable to be terminated without any compensation to the Contractor. The decision of Mormugao Port Trust in this regard will be final and binding to the contractor.

**SECTION-5**  
**SCHEDULE B- PRICE BID**

e-TENDER No. DC/O(17)/2017/6

**e-Tender Document for “Supply, Manning, Operation and Maintenance of One number Pilot Launch with Steel / FRP Hull on hire basis to Mormugao Port Trust” for a period of seven years**

1. Hire charges per day for the Contract period of Seven years	Rs. _____ (in Words Rupees..... ..... Only)
2. Maximum Fuel (HSD) Consumption in litres per running hour for at least 15 Knots speed (For both Main Engines & Auxiliaries together) for the contract period of Seven years	_____ Ltrs. (in Words ..... Liters)

i. The above price is inclusive of all taxes and duties but excluding the GST.

ii. The Price is firm and without escalation.

iii. For evaluation purpose, Fuel consumption for six running hours per day will be taken into account as per the fuel rate on 23-08-2017 and total cost for Sl.No.1 & 2 for entire seven years shall be calculated.

Name of the Tenderer : .....

Company : .....

Full Address : .....

.....

.....

Signature by for and on behalf of tenderer : .....

Name and Designation : .....

Note:

1. The tenderer shall write his rates in both figures and words in the price bid.
2. The tenderer shall make sure that there is no overwriting. If any correction is made, the signatory to this tender documents should put his full signature on the side of the correction.
3. The offered rates shall be inclusive of all taxes and duties except GST which shall be paid extra as applicable. If new tax is imposed by Central/State Govt, the same will be reimbursed on submission of documentary evidence. ***Bidder to specify tax component separately.***

## APPENDIX - I

### TENDER FORM

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

---

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 **“Supply, Manning, Operation and maintenance of One number Pilot Launch with Steel / FRP Hull on hire basis to Mormugao Port Trust”** 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 **“Supply, Manning, Operation and maintenance of One number Pilot Launch with Steel / FRP Hull on hire basis to Mormugao Port Trust”** 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)

**TENDERER'S NAME**

SIGNATURE WITH SEAL

ADDRESS

Witnesses:

**ANNUAL TURNOVER STATEMENT****Details Of Financial Capability Of The Tenderer**

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

<b>Applicant Type</b>	<b>Financial year</b>	<b>Annual Financial Turn Over (In Indian Rupees)</b>	<b>NET WORTH (In Indian Rupees)</b>
<b>Single entity Tenderer</b>	<b>2013-14</b>		
	<b>2014-15</b>		
	<b>2015-16</b>		
<b>Consortium Member 1</b>	<b>2013-14</b>		
	<b>2014-15</b>		
	<b>2015-16</b>		
<b>Consortium Member 2</b>	<b>2013-14</b>		
	<b>2014-15</b>		
	<b>2015-16</b>		

Instructions:

1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.
2. Audited balance sheets in original with Profit & Loss account statement for the last 3 financial years (i.e. 2013-2014, 2014-15 and 2015-16) are enclosed along with the bid.
3. 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 Power of Attorney Holder(s).....**

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal**

**CERTIFIED BY**

**Name of Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**Date**

FORM - I AGREEMENT  
(To be submitted on stamp paper)

IT IS ON THIS \_\_\_\_ day of \_\_\_\_ 2016 MUTUALLY AGREED between the Board of Trustees of the Mormugao Port Trust, Mormugao Goa,, a Body-Corporate incorporated under the Major Port Trusts, Act, 1963, hereinafter referred to as "the Employer" (which expression shall mean and include their assigns and successors) represented by its Deputy Conservator, .....S/o.....residing at..... on the one part AND M/s ..... a Company incorporated under the companies Act, 1956..... having its Registered office at ..... hereinafter referred to as "the Contractor" (which expression shall mean and include their permitted assigns and successors) represented by its .....Sri.....Age.....S/o.....on the other part: Whereas the "Employer" had called for the tenders for "-----" ----- " vide Tender Notice ----- dated----- and the contractor had submitted a tender for the same giving the rates subject to the terms and conditions etc. And whereas the said tender of the contractor has been accepted by the employer and a Letter of Acceptance -----dated-----has been issued to the Contractor accepting their tender for hiring of the Pilot Launch.....subject to the "General Conditions of Contract", "Instructions to the Tenderer" and such other contract documents. And as per one of the terms of the above work order, an agreement will have to be executed between the contractor and the employer. AND WHEREAS the said Pilot Launch as described in the tender submitted by the Contractor is at the disposal of the Contractor: AND WHEREAS the Employer propose to take and Contractor agreed to give the said Pilot Launch on hire on the terms and conditions contained herein: NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of 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. This Contract Agreement;
- b. Notice Inviting Tender;
- c. Instructions to the Tenderers;
- d. General conditions of contract
- e. Scope of Work;
- f. Tender Amendment Notice dated.....including replies issued to the Pre-bid queries,
- g. The Contractor" s bid and original Price and delivery schedules;
- h. The Employer" s Letter of Acceptance
- i. The guarantees
- j. Other conditions agreed and documented through various correspondence dated 1). ..... 2).....

3. The Contractors let and the Employer hire the good ..... (vessel name) for a period of five years with effect from commencement of service at .....hrs on..... (Date and time), extendible further up to two years at the discretion of Employer from the time (Not a Sunday or a legal holiday unless taken over) the Pilot Launch is delivered and placed at the disposal of the Employer at Mormugao Port Trust and the Contractor undertake to maintain the Pilot Launch during the period of this Contract.

4. The Contractor have represented the description of the said Pilot Launch as per "Appendix-XI".

5. The Pilot Launch shall be used for various lawful services required by the Employer as described in the scope of work.

6. The Employer to pay as hire charges, Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) per day or part thereof on prorata basis at the end of each calendar month, within thirty days after submission of bill by the



**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)

**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	
4.	All the crew & staff engaged for Manning & Operation should be of Indian Nationality	

**Bidder's Name, Sign and Seal**

Place:

Date:



**(ON BIDDER'S LETTERHEAD )**  
**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.
12. GST ID NO./ PROVISIONAL ID NO.

**Bidder's Name, 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 36 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' has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Dr.Ajit Raizada,( IAS.retd.),  
D-2, 74 Bunglows,  
TT Nagar, Bhopal  
Madhya Pradesh

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  
Deptt./MINISTRY/PSU

Name of the Officer: CHIEF EXECUTIVE OFFICER  
Name of the Bidder                      Designation

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

**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 its 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:



## CHECKLIST FOR FURNISHING SCANNED DOCUMENTS

Sr. No.	Description	Tick mark if attached
1.	Cost of Tender/EMD in the form of e-payment	<input type="checkbox"/>
2.	Work Order copies	<input type="checkbox"/>
3.	Completion Certificates with performance report	<input type="checkbox"/>
4.	Financial turnover (Appendix -II)	<input type="checkbox"/>
5.	P/L Account and Balance statement	<input type="checkbox"/>
6.	Entire Tender document, each page and form duly signed and filled in	<input type="checkbox"/>
7.	Tender Form (Appendix-I)	<input type="checkbox"/>
8.	Power of Attorney (Appendix-V)	<input type="checkbox"/>
9.	Declaration Form (Appendix-VI)	<input type="checkbox"/>
10.	Bank Details (Appendix-VII)	<input type="checkbox"/>
11.	Proforma of Pre Contract Integrity Pact (Appendix-VIII)	<input type="checkbox"/>
12.	Bank Guarantee Format (Appendix-IX)	<input type="checkbox"/>
13.	Copies of Service Tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number	<input type="checkbox"/>
14.	Technical Details of Pilot Launch Offered ( Appendix XI)	<input type="checkbox"/>
15.	Concurrent Commitments (Appendix XII)	<input type="checkbox"/>
16.	Details of Experience (Appendix XIII)	<input type="checkbox"/>
17.	Structure of Organisation (Appendix XIV)	<input type="checkbox"/>
18.	APPENDIX XV TO XXI	<input type="checkbox"/>

**TECHNICAL DETAILS OF PILOT LAUNCH OFFERED (IF OFFERING A READILY AVAILABLE LAUNCH)**

<b>SL.NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S RESPONSE</b>
<b>A</b>	<b>GENERAL PARTICULARS</b> (ATTACH THE DOCUMENTS IN SUPPORT OF THE INFORMATION PROVIDED)	
1	NAME OF THE LAUNCH	
2	OFFICIAL NUMBER	
3	CALL SIGN	
4	GROSS TONNAGE	
5	NET TONNAGE	
6	DATE OF BUILT OF THE LAUNCH	
7	FLAG/NATIONALITY	
8	PORT OF REGISTRY	
9	REGISTRATION (MS ACT/RIVER SEA RULE/IV ACT)	
10	CONFIRMATION THAT THE OFFERED LAUNCH IS BUILT & MAINTAINED UNDER CLASS (ATTACH SUPPORTING DOCUMENTS).	
11	HULL MATERIAL	
12	NAME & ADDRESS OF CLIENT(S) USED THE OFFERED LAUNCH EARLIER, IF ANY	
<b>B</b>	<b>TECHNICAL DETAILS</b> (ATTACH THE CLASSIFICATION SOCIETY APPROVED GENERAL ARRANGEMENT DRAWINGS OF THE VESSEL TO SUPPORT THE INFORMATIONS PROVIDED)	
1	LENGTH OVERALL (LOA)	
2	BEAM	
3	DEPTH	
4	FREE BOARD	
5	DRAFT	
6	SPEED (KNOTS)	
7	COMPLEMENT CAPACITY (INDICATE NO.OF MANNING CREW AS PER STATUTORY REQUIREMENT & PERMISSIBLE NO. OF PILOTS SEPARATELY)	
<b>C</b>	<b>MAIN PROPULSION ENGINE PARTICULARS</b>	
1	NO. OF MAIN PROPULSION ENGINES	
2	MAKE/MODEL NO.	
3	BHP PER ENGINE	
4	TYPE OF FUEL OIL	
<b>D</b>	<b>AUXILIARIES</b>	
1	TOTAL NUMBER OF DG SETS ON BOARD	
2	MAKE/MODEL NUMBER	
3	RATING OF DG SET IN KVA	
4	TOTAL LOAD IN KW/Watt	

<b>E</b>	<b>OTHER PARTICULARS</b>	
1	FUEL TANK CAPACITY	
2	FRESH WATER CAPACITY & CONSUMPTION PER DAY	
3	COMMUNICATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
4	NAVIGATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
5	LSA/FFA (SPECIFY)	
6	FACILITIES IN PILOT ACCOMMODATION	
	-AIR CONDITIONED	
	-SEPARATE CABIN ON DECK LEVEL	
	-SEATING FOR TOTAL FIVE PILOTS	
	-VHF( FIXED)	

SIGNATURE & SEAL OF TENDERER  
ADDRESS OF THE TENDERER

**TECHNICAL DETAILS OF PILOT LAUNCH OFFERED (IF OFFERING A NEW LAUNCH)**

SL.NO.	DESCRIPTION	BIDDER'S RESPONSE
<b>A</b>	<b>GENERAL PARTICULARS</b>	
1	NAME & ADDRESS OF BUILDER TO WHOM THE TENDERER PROPOSE TO ENTRUST THE CONSTRUCTION OF NEW LAUNCH	
<b>B</b>	<b>PRINCIPLE PARTICULARS OF THE LAUNCH (ATTACH GENERAL ARRANGEMENT DRAWINGS TO SUPPORT THE INFORMATIONS PROVIDED).</b>	
1	LENGTH OVERALL (LOA)	
2	BEAM	
3	DEPTH	
4	FREE BOARD	
5	DRAFT	
6	SPEED (KNOTS)	
7	COMPLEMENT CAPACITY (INDICATE NO.OF MANNING CREW AS PER STATUTORY REQUIREMENT & PERMISSIBLE NO. OF PILOTS SEPARATELY)	
8	GROSS TONNAGE	
9	NET TONNAGE	
10	REGISTRATION (MS ACT/RIVER SEA RULE /IV ACT) PROPOSED	
11	CLASSIFICATION	
12	HULL MATERIAL	
<b>C</b>	<b>MAIN PROPULSION ENGINE PARTICULARS</b>	
1	NO. OF MAIN PROPULSION ENGINES	
2	MAKE/MODEL NO.	
3	BHP PER ENGINE	
4	TYPE OF FUEL OIL	
<b>D</b>	<b>AUXILIARIES</b>	
1	TOTAL NUMBER OF DG SETS ON BOARD	
2	MAKE/MODEL NUMBER	
3	RATING OF DG SET IN KVA	
4	TOTAL LOAD IN KW/Watt	
<b>E</b>	<b>OTHER PARTICULARS</b>	
1	FUEL TANK CAPACITY	
2	FRESH WATER CAPCITY & CONSUMPTION PER DAY	
3	COMMUNICATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
4	NAVIGATION EQUIPMENT (SPECIFY EACH EQUIPMENT)	
5	LSA/FFA (SPECIFY)	
6	FACILITIES IN PILOT ACCOMMODATION	
	-AIR CONDITIONED	
	-SEPARATE CABIN ON DECK LEVEL	
	-SEATING FOR TOTAL FIVE PILOTS	
	-VHF( FIXED)	

SIGNATURE & SEAL OF TENDERER  
ADDRESS OF THE TENDERER

**Concurrent Commitments**

Sl.No	Full postal address of client & Name of Officer- in-Charge with Fax/Telephone No./E-mail Id	Description of the work.	Value of contract	Date of commencement of work.	Scheduled completion period (months)	% completion as on

Certified that the above information is correct.

SIGNATURE & SEAL OF TENDERER  
ADDRESS OF THE TENDERER

**Details of Experience for Single entity without consortium /JV.**

DETAILS OF SIMILAR WORKS, COMPLETED, ONGOING DURING THE LAST SEVEN YEARS ENDING 30-06-2017.						
Sl.No.	Particulars of work.	Total value of contract (in INR)	Actual date of commencement.	Contractual date of completion	No. of years completed as on 30-06-2017	Name & postal address of client with Fax/ Telephone No./E-mail address.

Attach the following:-

- a) Copies of work orders issued by the Clients;
- b) Satisfactory Completion Certificate issued by the Clients.

SIGNATURE & SEAL OF TENDERER  
NAME & ADDRESS OF THE TENDERER

CERTIFIED BY

Name of Chartered / Certified Accountant Firm .....

Registration Number & other details .....

Name of the Signatory.....

Signature .....

Designation .....

Date .....

Seal

**STRUCTURE OF ORGANISATION FOR SINGLE ENTITY**

NAME OF TENDERING FIRM/COMPANY:

POSTAL ADDRESS :

TELEPHONE :

TELEX/FAX :

E-Mail :

CONTACT PERSON :

TELEPHONE :

MOBILE :

TELEX/FAX :

E-Mail

NATURE OF ORGANISATION: Proprietary/ Partnership/ Private Ltd Co. /Public Ltd. Co.

1. NAMES OF DIRECTORS :

2. DATE AND NO. OF REGISTRATION OF FIRM/ COMPANY :

3. AUTHORITY OF AUTHORISED SIGNATORY: Attach copies of registration of Firm/Company, details of Proprietor/Partners/Directors Attach certified copies of Partnership Deed/Memorandum and Articles of Association.

SIGNATURE & SEAL OF TENDERER  
ADDRESS OF THE TENDERER

**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT**

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at \_\_\_\_\_on \_\_\_\_\_day of\_\_\_\_\_2016 between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party” ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as “Second Party”) WHEREAS the First

party is engaged in the business of

\_\_\_\_\_  
AND WHEREAS THE Second Party is engaged in the business of  
\_\_\_\_\_

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of MORMUGAO PORT TRUST in connection with work of \_\_\_\_\_(please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

1. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s\_\_\_\_\_.

2. It is further agreed by the Joint Venture/consortium Partner that \_\_\_\_\_of M/s. \_\_\_\_\_has been nominated as Lead Partner for the execution of the works.

3. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

4. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:



5. The turn over and experience of each party is as under: First Party:

Second Party:

6 Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

7. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the Mormugao Port Trust to ensure the satisfactory execution of that part of the contract.

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at

\_\_\_\_\_

9. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at \_\_\_\_\_  
\_\_\_\_\_The Lead Partner as mentioned in Clause(2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEFEOF the Parties hereto have signed hereunder at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_

Party of First Part

Party of Second Part

Witness:

1)

2)

**APPENDIX- XVI**

Format For Power Of Attorney For Signing Of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper )

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

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at  
\_\_\_\_\_ [Address of the person(s)], acting as  
\_\_\_\_\_ (Designation of the person and name of the firm), and whose  
signature is attested below, is hereby authorized on behalf of  
\_\_\_\_\_ [Name of the Tenderer (in case of a consortium,  
name of the lead member)] to sign the tender [(Tender No. ....and (Tender  
subject- ".....")]) and submit the same and is hereby further authorized to provide  
relevant information/ document and respond to the enquiry's etc. as may be required by  
Mormugao Port Trust (MoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

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

For \_\_\_\_\_ (Name of the Tenderer / Consortium Members with Seal)

**Note –**

(In case of Consortium, representative of all members must sign)

**APPENDIX-XVII**

Format For Power Of Attorney For Lead Member Of Consortium

(To be executed before Notary Public on a Non-Judicial Stamp Paper )

POWER OF ATTORNEY

Whereas , Mormugao Port Trust ("the Authority") has invited tenders from interested parties for "....." (Tender No. ....).

Whereas, ....., ....., ..... And ..... (collectively the " Consortium") being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. .... having our registered office at ....., M/s..... having our registered office at ....., M/s. .... having our registered office at ....., and M/s. .... having our registered office at ....., [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize M/s.

..... having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all

applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....20\*\*

For .....  
.....  
(Name & Title)

For .....  
.....  
(Name & Title)

For .....  
.....  
(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)

**Profile of The Tenderer in case of JV / Consortium.**

1.
  - (a) Name
  - (b) Country of incorporation
  - (c) Address of the corporate headquarters and its branch office(s), if any in India.
  - (d) Date of incorporation and commencement of business.
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with MoPT.
  - (a) Name :
  
  - (b) Designation :
  
  - (c) Company :
  
  - (d) Address :
  
  - (e) Telephone Number :  
(Land & Mobile)
  
  - (f) E-Mail Address :
  
  - (g) Fax Number

4. Details of Authorized Signatory of the Tenderer:

Name:

Designation:

Company :

Address :

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

a. The information above (1-4) should be provided for all the members of the consortium.

b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**MORMUGAO PORT TRUST**  
**Work Experience for JV / Consortium members**

**E-TENDER FOR “SUPPLY, MANNING, OPERATION AND MAINTENANCE OF ONE NUMBER PILOT LAUNCH WITH STEEL / FRP HULL ON HIRE BASIS TO MORMUGAO PORT TRUST”**

	Name of the similar work executed successfully	Period of the work carried out	Work Order value of the work
Consortium Member 1			
Consortium Member 2			

**Instructions:**

1. The each member of consortium should furnish its details in the appropriate column.
2. The description of each of the Work shall have to be provided while giving the following details:
  - (a) Location of the project
  - (b) Contact details of the concerned similar projects
    - (i) Name of Contact Person(s)
    - (ii) Designation(s)
    - (iii) Address
    - (iv) Telephone/Mobile No.
    - (v) Fax
    - (vi) Email

Signature of Power of Attorney Holder(s).....

Name: .....  
 Designation: .....  
 Date: .....  
 Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm .....  
 Registration Number & other details .....  
 Name of the Signatory.....  
 Signature .....  
 Designation .....  
 Date .....  
 Seal

**APPENDIX - XX**

**Joint Bidding Agreement for JV / Consortium member.**

*(To be executed on Non-Judicial Stamp Paper as per Government Orders)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**WHEREAS,**

- (A) [MORMUGAO PORT TRUST, established under the Major Port Trusts Act-1963 and having Principal Office at Mormugao Port Trust, Administrative Office Building, Headland Sada, Goa-403804 (hereinafter referred to as the "**MoPT**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No.\_\_\_\_\_

..... dated .....(the "**TENDER DOCUMENT**") for selection of successful tenderer for the contract as proposed in the said tender document.

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.



**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Tendering Process for the Work.
- 2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act 1956 for entering into an Agreement with the MoPT and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective. Party of the First part shall be technical member of the Consortium;
- (b) Party of the Second Part shall be {the Financial / Technical Member of the Consortium ;}

**[Note: Status of the member in (b) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]**

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

**6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of Seven years from the date of commencement of the contract, be held by the Parties of the First, {Second} Part whose experience and average annual turnover have been reckoned for the purposes of pre-qualification in terms of the tender document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of seven years from the date of commencement of the contract.

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. .... dated .....

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with MoPT;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and MoPT to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the contract is awarded and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the MoPT to the Bidder, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the MoPT.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND  
DELIVERED For and on behalf of  
LEAD MEMBER by:

SIGNED, SEALED AND  
DELIVERED For and on behalf of  
SECOND PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and MoPT to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

\_\_\_\_\_

**Appendix - XXI**

**Covering Letter**

**Dated :**

To,

Deputy Conservator,  
Marine Department

Mormugao Port Trust,

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for  
  
..... to Mormugao Port Trust.
  
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
  
3. I/We shall make available to Mormugao Port Trust (hereinafter referred to as MoPT) any additional information it may find necessary or require to supplement or authenticate the Tender
  
4. I/we acknowledge the right of MoPT to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
  
5. I/we also certify the following
  - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
  - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by

imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

- 6. I/we declare that :
  - a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by MoPT thereon.
  - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
- 7. I/we understand that MoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8. \_\_\_\_\_( Name of Tenderer) hereby undertakes that I/we will abide by the decision of MoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by MoPT in this regard.

Thanking you,

Yours faithfully,

**Signature of Power of Attorney Holder(s).....**

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**