

MORMUGAO PORT TRUST

MARINE DEPARTMENT

TENDER No. DC/WATER SUPPLY/2016



An ISO 9001 : 2008 Port
ISPS CODE Compliant

**TENDER FOR SUPPLYING POTABLE FRESH WATER TO SHIPS IN
MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS.**

Due at 1500 hrs on 17.10.2016

Website : www.mptgoa.com



**MORMUGAO PORT TRUST
MARINE DEPARTMENT**
Notice Inviting Tender

TENDER No. DC/WATER SUPPLY/2016

**TENDER FOR SUPPLYING POTABLE FRESH WATER TO SHIPS IN MORMUGAO
PORTFOR PERIOD OF SEVEN YEARS.**

Pre Bid Meeting Date & Time : 26/09/2016 at 14.30hrs
Due date & time :17/10/2016 at 1500 hrs.

Cover I opening :17/10/2016 at 1530 hrs.

Refer Website : www.mptgoa.com

Deputy Conservator

MORMUGAO PORT TRUST

MARINE DEPARTMENT

TENDER NO.DC/WATER SUPPLY/2016

**TENDER FOR SUPPLYING POTABLE FRESH
WATER TO SHIPS IN MORMUGAO PORT FOR A
PERIOD OF SEVEN YEARS**

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MORMUGAO PORT TRUST
MARINE DEPARTMENT

NOTICE INVITING TENDER (NIT)

Details about tender:

Tender inviting	DEPUTY CONSERVATOR, MORMUGAO PORT TRUST
Tender No.	DC/WATER SUPPLY/2016
Name of Work	TENDER FOR SUPPLYING POTABLE FRESH WATER TO SHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS
Bidding Type	Open Tender under two cover system <ul style="list-style-type: none"> • Cover I –Technical bid, EMD and Tender Fee • Cover II –Price Cover All the covers shall be sealed in the main cover and submitted on or before the due date.
Tender Cost	Rs.1,000/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.
EMD Cost	Rs. 1,20,000/- in the form of Demand Draft, Pay Order or Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa
Security Deposit	10 % of the total contract value in the form of Demand Draft or Bank Guarantee from any Nationalised / Scheduled Bank, having its branch at Goa
Commencement Period	Within 30 days from signing of the agreement.
Period of Contract	Seven years from the date of deployment of barge or date of which water supply service is commenced.
Pre-qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>1. The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2016 should be at least Rs.18,00,000/- (Auditors report in original certified by CA, for the years 2013-14, 2014-15 and 2015-16 including relevant P/L A/c and balance sheet.</p> <p>2. The bidder should have experience of supplying of potable fresh water to Ships /vessels any Port in the world or any other Government or Private Companies by road tankers or leased or owning / operating water barges, fuel barges, Lub oil barges etc. for a minimum period of one year during the past Seven years.</p> <p>PI Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2013-14, 2014-15 and 2015-16 (original copy certified by CA with P/L a/c and balance sheet), work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p>
Date & Place of Pre Bid Meeting	26.09.2016 at 1430 Hrs at Conference Room, Office of the Deputy Conservator, First Floor MPT Administrative Office Headland Sada Goa
Date of submission of bids	17.10.2016 at 1500 Hrs.
Date of Opening of bids	17.10.2016 at 1530 Hrs.The tender Cover –I will be opened first for Technical Qualification. The Cover-II opening date and time will be informed later on.
Bid Validity Period	180 days from the last date fixed for receiving the tender.

Seal and Sign the Tender documents	<ul style="list-style-type: none"> • Tender documents duly signed and sealed by authorized person for acceptance of tender without any deviation. • No addition , deletion and alteration in the documents by the bidders,
Address for communication:	Deputy Conservator, Marine Dept., First Floor Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	Phone :0832-2594701 2594801; Email : dc@mptgoa.com
Website	www.mptgoa.com

The Board reserves its right to reject any or all tenders without assigning any reasons thereof.

DEPUTY CONSERVATOR
MORMUGAO PORT TRUST

Office of the Dy. Conservator,
Mormugao Port Trust,
Headland-Sada, GOA 403 804.

INSTRUCTIONS TO TENDERERS

Sealed tenders, in two cover system, are invited, from contractors having experience of supplying of potable fresh water to Ships / Vessels any Port in the world or any other Government or Private Companies by road tankers or leased or owning / operating water barges, fuel barges, Lub oil barges etc. for a minimum period of one year during the past Sevenyears for“**SUPPLYING POTABLE FRESH WATER TO SHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS**”.

1. Sealed Tenders, duly super scribed with the name of the tender as indicated in the caption complete in all respects should reach the Office of the DEPUTY CONSERVATOR, MORMUGAO PORT TRUST, HEADLAND-SADA (GOA) 403804 by 15:00 hrs on 17.10.2016.

2. Tenders can be downloaded from website www.mptgoa.com. Tenderer shall have to pay tender cost of Rs.1000/- (Rupees One thousand only) which is not refundable, by Demand Draft in favour of the FA&CAO Mormugao Port Trust payable at Vasco-da- Gama, Goa, at the time of submission of tender documents; else the offer will not be considered.

3. Invitation of this tender is subject to the terms, conditions, and whatever instructions appearing in this document. Instructions to tenderers and terms and conditions will be considered as Conditions of the Contract. Any tender that deviates from the Instructions and Conditions contained herein will not be considered and will be rejected.

4. The tender should be separately accompanied by - (a) A list showing the works of similar nature, executed by the tenderer along with other documents. (b) A Demand Draft or Pay Order or a Bank Guarantee drawn in the name of the FA&CAO, Mormugao Port Trust on any Scheduled Bank having branch in Vasco-da-Gama, Goa, for a sum of Rs.1,20,000/- (Rupees One Lakh Twenty thousand only) towards Earnest Money Deposit. EMD in any other form except as specified above will not be taken into account. EMD will be refunded to the unsuccessful tenderers without interest after the tender is finalised. EMD will be refunded by crossed cheque or through E-banking and Board will not be responsible for reimbursing to the tenderers the Bank’s commission for en cashing the same or for the Bank’s commission chargeable for issue of a demand draft, if this method of remittance is preferred by any of the tenderers.

5. The successful tenderer shall, when his tender is accepted, furnish security deposit as specified in Clause no.10 of the “Tender conditions” after giving credit to the amount deposited by him as EMD, or the Tenderer may deposit the Security Deposit amount in full in the prescribed format and thereafter the EMD amount shall be refunded / returned to him. The EMD shall retain its character as such till the agreement is signed and security deposit furnished by the tenderer.

6. The tenderer should submit alongwith his tender, copies of PAN card and Income Tax returns from the Income Tax authorities concerned for the last two years.

7. The Board reserves its right to reject any or all the tenders received without assigning any reasons.

COVER No. I

This cover shall be marked as "TECHNICAL BID FOR SUPPLY OF POTABLE FRESH WATER TOSHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS and shall be addressed to THE DEPUTY CONSERVATOR, MORMUGAO PORT TRUST, HEADLAND-SADA (GOA) 403 804, and will be sealed with wax and shall contain the following documents:

- a) Demand Draft for Rs.1000/- (Rupees One thousand only) towards cost of tender payable at Vasco da Gama, Goa.
- b) Earnest Money Deposit in the form of a Demand Draft or Pay Order or Bank Guarantee issued by a Scheduled Bank having its Branch at Vasco-da-Gama, Goa, for an amount of Rs.1,20,000/- (Rupees One Lakh Twenty thousand only).
- c) Duly filled and signed Tenderer' s Undertaking.
- d) Duly filled in details of organization and, experience and past performance of the tenderer in supplying of potable fresh water to Ships / Vessels any Port in the world or any other Government or Private Companies by road tankers or leased or owning / operating water barges, fuel barges, Lub oil barges etc. for a minimum period of one year during the past Seven years and details of current works in hand and other contractual commitments as per Annexure I & II.
- e) The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2013-14, 2014-15 and 2015-16 as per Annexure-IV, along with relevant profit and loss statements and balance sheets.
- f) Up todate/latest copies of PAN Card and Income Tax return Certificate for Financial year 2013-14, 2014-15 & 2015-16 duly attested by a Notary.
- g) Technical specifications and other information pertaining to the barge to be offered to supply fresh water should be submitted alongwith the tender.
- h) Bank Solvency Certificate addressed to FA&CAO, Mormugao Port Trust, Headland Sada for Rs.1.20 Crores (Rupees One Crore Twenty lakhs only) from any Scheduled Bank.
- i) The Bidder should not be black listed by any Government or Non Government Organization same to be confirmed as per Annexure-VI.

COVER NO.II

This cover shall be marked as „PRICE BID OF THE TENDER FOR SUPPLY OF POTABLE FRESH WATER TO SHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS - COVER NO.II" and shall be addressed to THE DEPUTY CONSERVATOR, MORMUGAO PORT TRUST, HEADLAND SADA, GOA-403 804, and will be sealed with wax and shall contain only the Quotation of Prices in the format enclosed to the tender.

NOTE: Cover I and Cover II shall be kept inside another cover and properly sealed. The cover shall be addressed to the Deputy Conservator, Mormugao Port Trust, Headland Sada, Goa – 403 804 and marked on the face of the cover as TENDER FOR SUPPLY OF POTABLE FRESH WATER TO SHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS.

TENDER CONDITIONS

FOR SUPPLY OF POTABLE FRESH WATER TO SHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS

1. DEFINITIONS:

- (a) "Board" means the Board of Trustees of the Port of Mormugao constituted under the Major Port Trusts Act, 1963.
- (b) "Contractor" means the person or persons, firm or Company, whose tender is accepted by the Board and includes the Contractor's personnel, representatives, authorised agents, successors and permitted assigns.
- (c) "Chairman" means the Chairman of the Board of Trustees of the Port of Mormugao.
- (d) "Deputy Conservator" means the Head of the Marine Department of the Board of Trustees of the Port of Mormugao.
- (e) "Deputy Conservator's Representative" means Harbour Master, Marine Officers or Marine Engineers appointed from time to time by the Board or Deputy Conservator to perform the duties set forth in Clause 6 hereof, whose authority shall be notified in writing to the Contractor by the Deputy Conservator.
- (f) "Works" means the works to be executed in accordance with the Contract.
- (g) "Contract Price" means rate quoted in the tender subject to such additions thereto or deductions there from as may be made under the General Conditions.
- (h) "ISPS Code" means International Ships and Port Facility Security Code.
- (i) "Period of tender" means the period from the date of issue of letter intimating acceptance of the tender or the Letter of Intent, which will mark the commencement of the tender period.
- (j) "Scheduled Bank" means any bank included in the second schedule to the Reserve Bank of India act 1934.
- (k) "M.S Act / I.V.Act" means Indian Merchant Shipping Act / Inland Vessel Act.(Goa)
- (l) "MMD/COP" means Mercantile Marine Department / Captain Of Ports
- (m) "DGS" means Director General of Shipping.

2. REQUIREMENTS:

- a) The Port requires supply of potable fresh water to ships in Mormugao Port by deploying a water barge operated within the limits of the Mormugao Port. In emergencies, the barge may also have to go outside the Port limits. The potable fresh water is also required to be supplied in Motor Vehicle water tanker at all the Berths in the Port of Mormugao, Goa. The

- ownership of proof of water source to be provided with tender document which is mandatory. If the ownership of proof of water source is in any other name / names, such names authorized letter to that effect for supply of water may be provided. A copy of the Government authorization letter for supply of water for commercial use a copy of the same may be provided along with the tender. The Contractor having ownership or lease agreement for the supply of fresh water will be considered.
- b) The contractor who does not own any barges will have an option within one month to lease 1 no. water barge minimum for supply of water services to Ships/Vessels in Mormugao Port. The barge shall not be more than 5 years old as on the date of opening of technical bids.
 - c) The barge shall be constructed under M.S.Act / I.V.Act specifications.
 - d) The barge shall have a water carrying capacity of 100metric tons or more and Tonnage certificate of the barge issued by competent authority has to be produced prior to starting operation.
 - e) The barge will be on 24 hours duty.
 - f) The barge will comply with all lawful instructions from the Deputy Conservator of the Board or any other Officer or Officers duly authorised by him.
 - g) The barge shall be certified fit by MMD/COP for operation within the port limits of Mormugao for supplying fresh potable water to Ships calling at this Port. Copy of the certificate shall be submitted prior to starting operation.
 - h) The barge shall have adequate safety equipments on board.
 - i) The barge shall be safely manned and adequately insured against oil pollution liability, fire or any other accidents, including for wreck removal and third party damage.
 - j) The barge shall operate only after obtaining all necessary statutory approvals. Copies of same to be submitted prior to starting operation.
 - k) The barge shall be classed with any of the recognized Classification Societies or should have valid Certificate of Survey issued by the Captain of Ports. Copies of certificates shall be submitted prior to starting operation.
 - l) The crew of the barge shall be qualified as per statutory requirements and adequately trained in oil spill pollution prevention, firefighting and for handling other emergencies.
 - m) The barge shall keep continuous watch on VHF Ch.16 and report all the movements of the barge to the port Signal Station over working VHF channels of the port. The Master shall submit copies of receipt obtained from ships for the water supplied to them on a daily basis to the Pilot room for which a receipt book will be issued to the Master by the Deputy Conservator. In addition a monthly report of the work carried out by the barge shall be submitted to the Deputy Conservator in the format provided at Annexure III.
 - n) The barge crew shall be screened by the operator from the Security angle and their antecedents shall be verified through the District Magistrate/Police as per existing laws before employing them on the barge. The operator shall ensure that the barge crew is familiar with the provisions of the ISPS Code and the operator shall comply with its provisions. The operator

shall obtain "Conditions" from D.G. Shipping which is to be applicable for the barge to meet the requirements of ISPS Code. Conditions stipulated by D.G. Shipping shall also be communicated to the Deputy Conservator before commencement of operation.

3. SCOPE OF WORK

a. The contract involves deployment of a water barge having capacity of 100 metric tons or more as per broad specifications/conditions listed hereafter with full crew, provisions and all stores including lubricants, hydraulic oils and fuel to supply potable fresh water to ships in Mormugao port limits. Farthest area of anchorage west of breakwater to be covered for supply lies approx. 6 nautical miles from the breakwater. The fresh potable water is also required to be supplied in Motor Vehicle water tanker at all the Berths in the Port of Mormugao, Goa as per requirement.

b. All operational costs including wage, allowances, PF, ESI, victualling, insurance (personal, hull & machinery, protection & indemnity etc.) and will be at owner's account.

c. Water barge can be laid up for maintenance/repairs etc with the prior permission of the deputy conservator, provided water supply to ships are not adversely affected.

d. Security of the barge, its appurtenances and crew will be the owner's responsibility.

e. On the date of commencement of the contract the barge shall be staunch, strong and water tight and shall have completed all the necessary surveys. The barge will be maintained in such condition at all times by the owner's.

f. The barge shall be liable to ILH dues, as applicable on arrival but will be exempted from light and buoy dues payable to the Port.

g. Joint survey will be carried out at Mormugao Port before the barge is accepted for service in the Port to determine its condition. Damages suffered while providing the services shall be on account of the contractor.

h. Port will not guarantee the availability of a berth, but shall accommodate the barge at any of its berths/breakwater, as and when it is possible to do so.

4. PERIOD OF CONTRACT:

The contract will be for Seven years.

5. EARNEST MONEY DEPOSIT:

The tender shall be accompanied by a Demand Draft or Pay Order drawn in favour of FA&CAO, Mormugao Port Trust, on any Scheduled Bank having branch in Vasco-da-Gama, Goa, for a sum of Rs.1,20,000/-(Rupees One Lakh Twenty thousand only) towards Earnest Money Deposit.

The EMD of Rs.1,20,000/- (Rupees One Lakh Twenty thousand only) can also be paid in the form of a Bank Guarantee of any scheduled Bank having branch in Vasco-da-Gama, Goa. The Bank Guarantee format for EMD is enclosed as Annexure-IX. EMD in any other form except as specified above will not be taken into account and the tender will not be considered. EMD will be refunded to the unsuccessful tenderers without interest after the tender is finalised. EMD will be

refunded by crossed cheque or through E-banking. The Bank's commission for encashing the cheque shall be on the account of the Tenderer.

6. DEPLOYMENT PERIOD

The water supply Agreement is to be signed within 14 days from the date of issue of Letter of Intent. The tenderer shall deploy the barge within 30 days from the date of signing of the supply agreement. In the event the successful bidder requires additional time to sign the agreement, additional time of 14 days may be allowed by the Port but the delivery period of 30 days shall commence from the date of expiry of first 14 days. If the tenderer fails to deploy the barge within the stipulated period of 30 days the deployment period may be extended for a period of 10 days on payment of liquidated damages at the rate of Rs.10,000/- per day or part thereof after which the contract will be cancelled and security deposit shall be forfeited. In case of extension of deployment period beyond 30 days, the fine/penalty for the extended period shall be deposited with the Port Trust by the tenderer to issue order for extension of deployment period failing which the extension shall not be given and the tender shall be cancelled and the Security Deposit shall be forfeited.

7. VALIDITY OF TENDERS:

Tenders shall remain open for acceptance and shall remain binding on the tenderer for a period of six (6) months from the date of opening of the tenders.

8. METHOD OF EVALUATION:

i. The tender will be evaluated taking the per metric ton quoted by the Bidders multiplied by with quantity of actual water supplied to ships east of breakwater (EOB), west of breakwater (WOB) and Berths during the last one year as indicated below.

Quantity of water supplied for the last financial year 2015-16		
East of breakwater	West of Breakwater	Berths
7708 tons	5412 tons	27047 tons

For example if the quoted rates are Rs.100/- per metric ton for supply at Berths and Rs.200/-per metric ton supply at EOB and Rs.300/- per metric ton for supply at WOB, the rate considered for evaluation purpose shall be $100 \times 27047 + 200 \times 7708 + 300 \times 5412 = 58,69,900$

ii. Special Tender Evaluation Criteria

- a. Port reserves right to award the tender to one or more bidders subject to acceptance of the tender. The tender Committee will evaluate the offers **and empanel L1, L2 and L3 Offers.**
- b. L2 and L3 tenderers will be given an option to arrive at an L-1 price i.e. to match their rates with L-1 offer.
- c. Based on the acceptance of L2 & L3 tenders to match L-1 Offer, the order shall be placed in the ratio of 50:30:20 between L1, L2 & L3.
- d. In case L3 is not agreeing to match with L1, only L-2 is agreeing to match price with L1, in such cases order ratio will be 60:40 between L1&L2.
- e. In case L2 is not agreeing to match with L1, only L-3 is agreeing to match price with L1, in such cases order ratio will be 60:40 between L1 & L3.

- f. In case both L2 & L3 both are not agreeing to match with L1, 100% order will be placed only on L1.
- g. In case there is more than one bidder for L-1, the order quantity will be distributed equally on all L-1 bidders.

9. PILOTAGE:

The Master of the vessel has to be fully qualified and experienced in safe navigation in the Port limits of Mormugao. He will be interviewed and briefed about safe procedures by Deputy Conservator or his representative and thereafter if found suitable, permission will be granted to navigate the barge in port waters without a Pilot.

10 SECURITY DEPOSIT:

The successful tenderer shall be required to enter into an agreement with the Board and will have to submit within fourteen days of the Letter of Intent of the tender a Security deposit in the form of a Bank Guarantee issued by a Scheduled Bank. The amount of deposit shall be 10% of the total Contract Value to guarantee fulfillment of performance and obligations of the contract. This security deposit shall remain valid during the tenure of the contract period.

11. QUALITY OF WATER

Fresh water supplied to the ships shall be of good quality and fit for human consumption. Necessary certificates of approval from the Port Health Officer, Mormugao Port Trust, shall be obtained by the contractor for the water supplied at 3/6 months intervals and also for the source from where the water is procured. Copy of the certificates shall be given to the ships at the time of water supply and to the Deputy Conservator along with returns of water supplied on a monthly basis. Notwithstanding above the contractor shall strive to get the water tested at frequent intervals to ensure the quality of water supplied by him. If it is proved at any time during the tenure of the contract period that the water supplied is not of the quality mentioned above, the contract shall be liable for termination and the Security Deposit shall be forfeited. All tests as above shall be carried out at the cost of the contractor.

Water tanks of the barge shall be well maintained at all times and shall be inspected by the Deputy Conservator or his representative at regular intervals at the discretion of the Board. In case water is transported to the barge from the source by tanker trucks, then those tanker trucks shall have the clearance from the concerned authorities to carry fresh potable water in their tanks. Copies of the certificate shall be presented for verification by the Port Health Officer.

12. APPLICATION OF LAW AND ARBITRATION

All disputes that may arise between the parties shall be settled as per the provision of the agreement as decided by the Dy. Conservator. In the event the tenderer is not satisfied by the decision of the Dy. Conservator he can request in writing to the Port Trust to refer the dispute to the sole Arbitrator to be appointed by the Chairman, Port Trust, within 30 days of receipt of order by Deputy Conservator. The decision of the sole Arbitrator shall be final and binding on both the parties. The cost of Arbitration shall be borne equally by both the parties.

13. LOCAL LAWS:

The owner shall comply with the provisions of the Indian Merchant Shipping Act/Inland Vessel Act and any other legislation related to operation of a barge in Indian territorial waters, and, if of foreign registry, shall obtain the clearance from the concerned authority for operating the barge in the Port limits of Mormugao, Goa.

In any case, the tenderer has to clearly specify the mode he chooses to operate the barge and is responsible to obtain all the licenses/permissions from DGS or any other statutory authorities.

The contractor shall also comply with Provident Fund Rules and enroll themselves with PF Commissioner/ESI Authorities.

14. INDEMNITY

The owner shall take out necessary insurance to indemnify the Board against all claims arising out of the operation of the barge while on contract at the Port of Mormugao. Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the tenure of the agreement, the Contractor shall nevertheless be wholly responsible for the quality of water, injuries, loss of life to the Port Personnel as well as all damages to the property of Mormugao Port Trust due to his act while carrying out the operation and any claims in this regard shall be borne by the Contractor. Attested copy of insurance policy to indemnify the Board against all claims shall be submitted prior to start of operation.

15. PAYMENT:

Payment shall be made for each calendar month based on timely submission of invoice by the contractor within 10 days of completion of such calendar month for which services was provided. Payment for monthly services shall be made on certification of quantity supplied to ships by Deputy Conservator of the board, within 15 days of the date of submission of invoice, complete in all respects with supporting documents. Deductions of taxes at source will be as per the law and Govt. guidelines /instructions. For making payment through ECS the tenderer are required to submit the bank details as per format enclosed as Annexure-VII.

16. TENDERS:

(a) Tenderers shall deliver their tender to the THE DEPUTY CONSERVATOR, MORMUGAO PORT TRUST, HEADLAND – SADA, GOA 403 804, in accordance with the following requirements:

(b) Tenderers shall submit their tenders together with all accompanying documents;

(c) In case of a tender not being delivered by hand, the tenderer must arrange for his tender and other documents to be posted in time so as to reach the stipulated place not later than the stipulated time.

(d) Any tender delivered after the stipulated time arising from whatever cause will not be considered.

(e) No reimbursement of any expenses incurred by a tenderer in preparation and/or submission of his tender will be made by the Board.

17. TENDER DOCUMENTS:

The tender documents shall consist of the following:

- a) Tender conditions
- b) Price Bid
- c) Tenderers' Undertakings
- d) i – Performance Guarantee
ii – Bank Guarantee against EMD
iii – Supply Agreement.
- e) Annexure I, to IX

18. ACCEPTANCE OF TENDER

The Board does not bind itself to accept the lowest or any tender and has right to reject any or all tenders.

19. PRICES

Tenderers are directed to submit lowest rates chargeable per metric ton of fresh potable water supplied to ships in Mormugao Port in Indian rupees as per price bid. Rates for ships at berths, east and west of break water have to be quoted separately. The tenderer should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid (Cover No II) will be considered. The rates quoted shall be inclusive of all taxes.

20. DEVIATION:

The tenderers shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

21. CLOSING DATE:

The tender closes at 15:00 hrs. on 17.10.2016

22. DATE OF COMMENCEMENT:

The barge has to start operation at Mormugao Port within 30days from the date of signing of the supply agreement or by the time extended by the Dy. Conservator as per clause 6.

23. APPOINTMENT OF AGENTS:

The successful tenderer must appoint a local agent/representative in Mormugao or in Vasco - da- Gama through whom the Board can deal.

24. NOTICES TO TENDERER:

Every notice to be given to the tenderer shall be posted to the tenderer's address given in the tender and such posting shall be deemed as good service of such notice.

25. ALTERATION:

Any alteration, omission or cancellation made to the tender must be authenticated by the

Tenderer's signature.

26. ALTERNATIVE/CONDITIONAL TENDER

In the event any tenderer offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as non-responsive and rejected.

27. REJECTION OF TENDERS:

The Mormugao Port Trust reserves the right to reject any or all Form of Tender, without limiting the generality of the foregoing:

- a) Any Form of Tender that is not accompanied by the Earnest Money Deposit;
- b) Any Form of Tender which is incomplete, obscure or irregular;
- c) Any Form of Tender containing any unauthorised alterations or samples required by these Conditions of Tender;
- d) Any Form of Tender containing which does not fully comply with the Tender Conditions;
- e) Any Form of Tender received after the stipulated time stated in the Tender Notice

28. Acceptance of Tender by Authority :

The acceptance of a tender by Mormugao Port Trust will be by notice in writing signed by a duly Authorised Officer.

29. COST OF TENDERING:

The Mormugao Port Trust does not pay any expenses or losses which may be incurred by any tenderer in connection with the preparation and submission of this tender.

30. DOCUMENTS TO ACCOMPANY TENDER:

All tenders shall be accompanied by detailed descriptions of the barge offered including copies of its GA plan, Builders certificate and Certificate of registry.

31. BRIBES:

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

32. WITHDRAWAL OF TENDERS:

(a) Any tender may be withdrawn by the tenderer by a written notice or by Fax/Telex, provided that such notice is received by the Deputy Conservator, Mormugao Port Trust, Headland, Sada, Goa 403 804 at least 24 hours before the official closing time of the tender.

(b) In the event of a person whose tender has been received by the Board, wants to withdraw his tender (other than as specified in (a) above) before the receipt of the final decision or in the event of a person whose tender has been accepted, fails to execute the agreement in such form as aforesaid within 14 days after such acceptance is made known to him, the Earnest Money deposited by such

person shall be forfeited and the tender shall be cancelled.

33. AGREEMENT:

The tenderer whose tender will be accepted is required to enter into and execute an agreement in the form set out in Schedule "C" of the guarantee forms and supply agreement (subject to any necessary adaptation).

34. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

The Contractor shall conform in all respects with the provisions of any such Statutes, Ordinances or Laws as aforesaid and the Regulations or By-laws of any Local or other duly constituted Authority which may be applicable to the Work or to any temporary work and with such rules and regulations of Public and Companies as aforesaid and shall keep the Board indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances or Laws, Regulations or By-Laws.

35. DISORDERLY CONDUCT ETC.

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 neighborhood of the work against the same.

36. CUSTOMS PERMISSION:

The contractor should obtain permission from the Customs department and other local authorities if any, for supply of water and copy of such permission shall be submitted to the Deputy Conservator.

37. ALL PAGES TO BE SIGNED:

All pages of all section of the tender documents shall be signed with date and seal at the lower right hand corner and also signed wherever required in the tender document by the tenderers or by a person holding power of attorney to sign on behalf of the tenderer before submission of the tender. The format for power attorney has been enclosed in the tender as per Annexure-V.

38. LIQUIDATED DAMAGES:

In the event the barge is required to be laid up for repair or maintenance a substitute barge of same or more capacity shall be arranged. If the Contractor fails to arrange the substitute barge a penalty of Rs.10,000/- per day shall be recovered from their bill/Performance Guarantee as the case may be. If the Contractor fails to provide substitute barge as stated above for the continuous period of 10 days the contract shall be liable for termination and the Security Deposit shall be forfeited.

39. SUB CONTRACTING:

The contractor shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any moneys payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contract liable for termination and the Security Deposit shall be forfeited.

40. QUANTITY OF WATER SUPPLIED:

Following is the actual quantity of water supplied to ships in Harbour in the past five years. These quantities are indicative and may vary depending on Port operations and are provided only to assist the bidders in arriving at a fair valuation of the contract to supply water.

For the period from May 2011 to May 2016		
East of breakwater	West of breakwater	Berths
44617 tons	32006 tons	96269 tons

Quantity of water supplied for the last financial year 2015-16		
East of breakwater	West of Breakwater	Berths
7708 tons	5412 tons	27047 tons

41 ESCALATION OF PRICES:

Annual escalation for the supply of water will be 5% of the Contract Price.

42. INTEGRITY PACT

The Bidders will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed with the tender document along with their techno-commercial bid (Cover-I) of their offer, failing which their offer will not be considered any further. Names of the Independent External Monitors (IEMs) for this tender will be provided, if necessary, after the pre-bid meeting. The format of Integrity Pact is enclosed at Annexure-VIII.

DY. CONSERVATOR

I ACCEPT THE ABOVE TENDER CONDITIONS

Date:

**Signature of the bidder
with stamp & address**

PRICE BID

(To be properly filled up and given in Cover II)

1. QUOTATION OF PRICE

- (i) Charges per metric ton of water supplied to Ships (at Berths) Rs. _____/-
(Rupees _____ only)
- (ii) Charges per metric ton of water supplied to Ships (East of breakwater) Rs. _____/-
(Rupees _____ only)
- (iii) Charges per metric ton of water supplied to Ships (West of breakwater) Rs. _____/-
(Rupees _____ only)

2. CONDITIONS:

a) Only price quoted in this Schedule shall be considered. The price shall be firm and shall not be subject to any upward revision except under clause 41.

b) The quotation stated above shall be inclusive of all taxes and shall remain valid for a period of six (6) months from the date of opening of Tender.

Signature : _____
Name : _____
Designation: _____
Address : _____

Company seal:

NOTE:

1. The tenderer shall write his rates in both figures and words.
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.

TENDERER'S UNDERTAKING

TENDER FOR SUPPLY OF POTABLE FRESH WATER TO SHIPS IN MORMUGAO PORT FOR A PERIOD OF SEVEN YEARS

A) TENDERER'S UNDERTAKING

To
The Dy. Conservator,
Mormugao Port Trust,
HEADLAND – SADA (GOA) 403 804.

1. We, M/s _____, having read and clearly understood the contents of Instructions to the Tenderers, all the tender conditions and other relevant papers of the tender documents, hereby offer to deploy a water barge / water tanker to supply potable fresh water as specified in the schedules, against which the rates for water chargeable from the ships calling at Mormugao Port have been inserted to the extent which, the Board of Trustees may determine, in accepting this tender. We hereby agree, subject to the conditions of contract, to enter into a formal agreement with the Board.

2. We undertake to deploy the said barge as per tender conditions within thirty days after signing of the Water Supply Agreement.

3. If our tender is accepted by the Board, we undertake to deposit with the Board within fourteen days of the Letter of Intent of the tender, a Bank Guarantee issued by a Scheduled Bank in the sum of 10% of the Contract Value (as per clause 10 of the Tender conditions) to be held by the Board as security for the due performance of our obligations under the contract. This guarantee shall be valid for a further period of one month after the expiry of the contract.

4. We undertake to enter into the supply Agreement within 14 days of issue of Letter of Intent.

5. Until and unless a formal agreement is prepared and executed by us with the Board, this tender No. DC/WATER SUPPLY/2016 together with your written acceptance thereof shall constitute a binding contract between us and the Board.

6. We understand that the Board is not bound to accept the lowest or any tender that the Board may receive.

7. We confirm, after personal scrutiny, that the documents used in compiling this tender are true copies of the documents.

8. We further declare the status of the Company whose share-holders are as follows:

NAME OF THE DIRECTOR

PERCENTAGE OF SHARE

1. _____

2. _____

3. _____

4. _____

Signature of the Tenderer

SEAL of the Company/Tenderer

NAME AND ADDRESS:

Date: _____

Witness to Signature of Tenderer:

Name and address _____

Date: _____

GUARANTEE FORMS
AND
SUPPLY AGREEMENT

- SCHEDULE A** - **Performance Guarantee**

- SCHEDULE B** - **Guarantee against Earnest Money Deposit**

- SCHEDULE C** - **Supply Agreement**

SCHEDULE A

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).

SCHEDULE B
BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

In consideration of the Board of Trustees of the Port of Mormugao (hereinafter called „the Board“) having agreed to accept from _____ having office at _____ (hereinafter called „the said Tenderers“) earnest money in the form of Bank Guarantee, under the terms and conditions of tender dated _____, in connection with the work of supplying fresh potable water to ships by deploying a water barge for Seven years in Mormugao Port (hereinafter called „the said tender“) for due observance of the said tenderer of the stipulations to keep the offer open for acceptance for a period of six months from the date of opening of the tenders, to execute an agreement within the time specified, to start the work within the period specified, after notification of the acceptance of the tender and to deposit the earnest money in cash or furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We, _____ Bank, do hereby undertake to pay on demand to the Board the sum of Rs. _____ (Rupees _____ only) in the event of the said tenderer having incurred forfeiture of the earnest money as aforesaid for the breach of any of the terms and conditions stipulated aforesaid and contained in the said tender.

We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect till _____ and our liability under this Guarantee shall be discharged if the demand for payment is not made within this period.

We, _____ Bank, lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Board in writing.

This guarantee shall remain in force till _____ and unless a demand or claim in writing is made on us within three calendar months from _____ or earlier, all the rights of the Board under this Guarantee, shall lapse on _____ and we shall be relieved and discharged from all liabilities thereunder.

Dated _____ day of _____

FOR _____ BANK

SCHEDULE C

SUPPLY AGREEMENT

This agreement is entered into at Vasco-da-Gama, Goa, on this _____ day of _____ by and between the Board of Trustees of the Port of Mormugao (hereinafter called the „BOARD“, which expression, where the context so admits, includes its successors in office and assigns) of the One Part, and _____ (hereinafter called the „Contractor“, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and assigns) of the Other Part.

It is mutually agreed by and between the parties hereto that the Contractor shall agree to deploy a water barge “_____” (hereinafter called „the said barge“) and the Board shall allow the said water barge /water tanker to supply potable fresh water to ships at Mormugao harbour subject to the following conditions, namely:-

- a) The Board shall allow the said barge to operate for a period of Seven (7) years commencing from the _____ day of _____ and expiring on the _____ day of _____. (from the date of induction/commencement of water supply)
- b) Instructions/specifications/conditions stipulated in Tender no. “DC/WATER SUPPLY/2016” and other changes/clarifications conveyed shall form integral part of this Agreement.
- c) On the date of the commencement of operation the said barge shall be tight, staunch, strong and in every way fit for the purpose to supply water and shall be manned with full complement of qualified and experienced Master and crew to be employed for water supply operations at Mormugao Port as determined by the Board (hereinafter called „the said service“).
- d) The Contractor shall insure the said barge for all risk in which the Board shall not be liable against third party claims. A copy of the risk insurance policy shall be deposited with the Deputy Conservator on commencement of the hire.
- e) The Contractor shall maintain the said barge in a thoroughly efficient state of hull, equipment and machinery for and during the service (including appearance). Water tanks of the barge shall be maintained without rust at all times and coated with paint suitable to carry fresh water.
- f) The Master of the said barge shall perform the work with the utmost dispatch and shall render all customary assistance with the crew and shall cause to be kept a full and correct log of the work which shall be open to the inspection of the Dy. Conservator or his representative. He shall also submit receipt from ships to the Pilot room daily and returns of water supplied on a monthly basis along with copy of water quality certificate.
- g) The Contractor shall supply clean fresh potable water of good quality fit for human consumption conforming to standards set by the Port Health Officer. Necessary certificates of approval from the Port Health Officer shall be obtained by the contractor for the water supplied as well as for the source from where the water is procured. If it is proved at any time during the tenure of the contract period that the water supplied is not of the quality mentioned above, the contract shall be liable for termination and the Security Deposit shall be forfeited.
- h) If the Dy. Conservator or his representative complains to the Contractor that they are dissatisfied with the Master the Contractor shall investigate such complaint and if necessary will remove the Master complained of and appoint another in his place within seven days of lodging the complaint.

- i) The Contractor shall pay for the stamp duty for execution of this Contract
- j) The Board has the right to terminate the contract/agreement at any time within the contract period for reason of a breach of any conditions of contract.
- k) Port clearance will be arranged by the Deputy Conservator when required
- l) The Deputy Conservator shall furnish the Master with all necessary instructions, directions as required.
- m) The Contract shall commence and terminate at Mormugao Port.
- n) The contractor shall comply with Provident Fund rules, ESI and other statutory requirements.
- o) The Board and the Contractor hereby mutually exempt each other from all liability arising from the act of God, civil war, civil commotion, riots and all other damages and accidents of the seas, rivers and navigations.
- p) Any dispute arising out of this agreement shall be resolved as per the "Application of Law and Arbitration" detailed in Clause No.12 of the tender conditions of this tender documents.
- q) This agreement shall be binding upon the successors in title of the Board and the Contractor hereto.

Signed by the Dy. Conservator for and on behalf of the Board of Trustees of the Port of Mormugao in the presence of

(Deputy Conservator)

Witness: _____

Name
Address
Date

Signed by for and on behalf of the Contractor, M/s.----- in the presence of

(Contractor)

Witness: _____

Name
Address
Date

Address

Date

ORGANISATION DETAILS

ANNEXURE I

No.	Name & Address of Officers & Directors	Post

DETAILS OF WORKS COMPLETED UNDER ELIGIBILITY CRITERIA
(WORKS FOR MINIMUM PERIOD OF ONE YEAR IN THE LAST FIVE YEARS)

Type of work	Name and address of Co. / Personnel in charge of the contract	Contract price	Date of Delivery/ completion of the Contract

FORMAT FOR MONTHLY WATER SUPPLY REPORT

MONTH: _____ 201 .

Date	Quantity of water Received	Quantity supplied	Name of vessel with Port of Registry	East/West of break water or berths	Receipt No.& date signed by Master

ANNUAL TURNOVER STATEMENT

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

FINANCIAL YEAR	ANNUAL TURNOVER (Rs.)	NET WORTH (Rs.)

NOTE:

1. Audited balance sheets in original with Profit & Loss account statement for last 3 years are enclosed along with the bid.

2. Bidder shall work out Net worth on following basis:

Net Worth : Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year)

SIGNATURE OF BIDDER:

NAME OF BIDDER:

COMPANY SEAL :

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	

Firm's Sign and Seal

Place:

Date:

BANK DETAILS FOR ECS PAYMENT

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

Firm's Sign and Seal

Place:

Date:

PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW, THEREFORE,

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

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

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

Commitments of the 'BUYER/ EMPLOYER'

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

1.2 The 'BUYER/ EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

Commitments of BIDDERS

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

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

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

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

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

3.5* The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been

paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money / Security Deposit

5.1 While submitting commercial bid, the BIDDER shall deposit an amount 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 84 months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

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

6. Sanctions for Violations

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

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

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by

the 'BUYER/ EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

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

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

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 7 years or the complete execution of the contract to the satisfaction of both the BUYER/ EMPLOYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

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

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

Name of the Officer. CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness Witness

1. _____ 1. _____

2. _____ 2. _____,

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

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

Ref: Title: _____ .

Tender No. : _____ Date: _____ .

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

KNOWN ALL MEN by these presents that we _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound onto Mormugao Port Trust (hereinafter called Mormugao Port Trust) in the sum of Rs. _____ (Rupees _____) only, for which payment will and truly to be made to the said Licensor, 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: