

**MORMUGAO PORT TRUST  
MARINE DEPARTMENT**

**e-TENDER No. DC/S(18)/2017/7**



ISO 9001 : 2015  
ISPS Compliant Port

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE)) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

THROUGH E –TENDER ON WEB SITE  
[www.tenderwizard.com/MPT](http://www.tenderwizard.com/MPT)

Due at 1030 hrson 04.09.2017

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**MARINE DEPARTMENT**  
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**C O N T E N T S**

Sl. No.	DESCRIPTION	Page No.
1	E-PORTAL NOTICE INVITING ONLINE TENDER	3
2	NOTICE INVITING ONLINE TENDER	4
3	INSTRUCTIONS FOR ONLINE BID SUBMISSION	6
4	INSTRUCTION TO TENDERERS	9
5	FIRST SCHEDULE – TENDERERS UNDERTAKING	23
6	SECOND SCHEDULE -PRICE BID	28
7	THIRD SCHEULE- REQUIREMENT & SCOPE OF WORK	30
8	FOURTH SCHEDULE- GENERAL TERMS & CONDITIONS OF TENDER	36
9	FIFTH SCHEUDLE- GUARANTEE LETTERS	45
10	SIXTH SCHEDULE- OTHER COMPLIANCE	53
11	SEVENTH SCHEDULE (1) GUIDELINES FOR GRANT OF LICENSE TO FOREIGN FLAG VESSELS	54
12	SEVENTH SCHEDULE (2) PROFORMA OF PRE CONTRACT INTEGRITY PACT	59
13	SEVENTH SCHEDULE (3) DECLARATION FORM	66
14	SEVENTH SCHEDULE (4) TECHNICAL SPECIFICATION OF THE OFFERED TUG	67
15	SEVENTH SCHEDULE (5) APPENDIX-1 FORMAT IN CASE OF JOINT VENTURE / CONSORTIUM AGREEMENT	69
16	SEVENTH SCHEDULE (5) APPENDIX-2-FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER	71
17	SEVENTH SCHEDULE (5) APPENDIX-3 FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	72
18	SEVENTH SCHEDULE (5) APPENDIX-4 PROFILE OF THE TENDERER INCASE OF JOINT VENTURE/ CONSORTIUM MEMBER	74
19	SEVENTH SCHEDULE (5) APPENDIX-5 DETAILS OF WORK EXPERIENCE IN CASE OF JOINT VENTURE /CONSORTIUM MEMBER	76
20	SEVENTH SCHEDULE (5) APPENDIX-6 – DETAILS OF FINANICAL CAPACITY OF THE TENDERER	77
21	SEVENTH SCHEDULE (5) APPENDIX-7- JOINT BIDDING AGREEMENT	78
22	SEVENTH SCHEDULE (5) APPENDIX-8 COVERING LETTER	83
23	SEVENTH SCHEDULE (5) APPENDIX-9BANK DETAILS FOR ECS PAYMENT & CREATION DATA BASE FOR VENDOR	85
24	SEVENTH SCHEDULE (5) APPENDIX-10 FORMAT FOR POWER OF ATTORNEY	86

**Earnest Money Deposit: Rs.40,00,000/-**

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

**Due Date at 10.30 hrs. on04/09/2017**



ISO 9001 : 2015  
ISPS Compliant Port

**MARINE DEPARTMENT  
E-PORTAL NOTICE INVITING ONLINE TENDER**

## **e-TENDER No. DC/S(18)/2017/7**

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

Pre Bid Meeting Date & Time: 08/08/2017 at 1100hrs

Due date & time : 04/09/2017 at 1030 hrs.

Cover opening : 04/09/2017 at 1100 hrs.

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

**DEPUTY CONSERVATOR**  
Marine Department  
Mormugao Port Trust  
Headland, Sada.  
Goa-403804

**MORMUGAO PORT TRUST**  
**MARINE DEPARTMENT**  
**NOTICE INVITING ONLINE TENDERS (NIOT)**

Details about tender:

Tender inviting	DEPUTY CONSERVATOR, MORMUGAO PORT TRUST
Tender No.	<b>e-Tender No.DC/S(18)/2017/7</b>
Name of Work	<b>E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST</b>
Bidding Type	Open (e-tender mode only) Two Cover System.
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Tender Cost	Rs.5000/- (Rupees Five Thousand Only)
EMD Cost	Rs. 40.00 Lakhs (Rupees Forty lakhs Only)
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.</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>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.</p>
Security Deposit	10 % of the contract value in the form Bank Guarantee issued by a

	Nationalised Bank / Scheduled Bank except Co-operative Bank having its Branch at Vasco-da-Gama or Mormugao, Goa.
Commencement Period	Within 60 days from signing of the Agreement.
Period of Contract	The contract will be for 07(Seven) years from the date of commencement of contract.
E-tender sale	From 01.08.2017 to 04.09.2017
Date & Place of Pre Bid Meeting	08/08/2017 @11:00 Hrs. 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 08/08/2017 immediately after the pre-bid meeting.
Last Date & Time for Receipt of Bids	04/09/2017 @ 10:30 Hrs.
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on 04/09/2017 @ 1100 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
Bid Validity	180 days from the last date fixed for receiving the tender.
Online Documents required to be submitted by scanning	a. EMD in the form of 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.
Address for communication:	Deputy Conservator, Office of Deputy Conservator, Marine Dept., Mormugao Port Trust, First Floor, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	For Tender related queries --- Phone :08322594801 Email : dc@mptgoa.com For e-Tendering help contact : E-Tender Help Desk, 3rd Floor, IT-HUB Opp. Govt. ITI, Altinho Panaji, Goa - 403001 www.tenderwizard.com/MPT Ambasa - 09686196764 Harish K. B. - 09686115318 DilipPai B. – 08888636107 Email: mptetender@gmail.com
Website	www.tenderwizard.com/MPT

#### 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.

## **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.



## INSTRUCTIONS TO TENDERERS

1. 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. E-tender invited in 2 cover system from contractors having experience of owning or operating and/or manning harbour tugs/anchor handling tugs/supply vessels etc. for “Supply of one number Tractor/ Reverse Tractor or ASD (Multi Tug) type sea-going Harbour Tug (basically for assisting shipping movement) of 50 Ton or more Bollard pull at 100% MCR on Hire to Mormugao Port Trust for a period of 07 years.
2. Tender documents can be accessed online. The tender document cost shall be paid in e-payment mode only, which is not refundable. The Notice Inviting Tenders (NIOT) issued by MPT forms part of the Tendering Documents.
3. 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	01.08.2017
Pre-Bid meeting	DC's Office	08.08.2017 at 11.00hrs
Closing of sale of tender document	DC's Office	04.09.2017 at 10.30hrs
Last date of submission of bid	DC's Office	04.09.2017 at 10.30 hrs
Opening of bid	DC's Office	04.09.2017 at 11.00 hrs
Opening of Price Bid of technically qualified Tenderers	DC's Office	Will be announced later

4. 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. 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.

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

5.1. The Bidder shall furnish an EMD of Rs. 40,00,000/-, without EMD the tender shall be treated invalid. The E.M.D. shall be paid through e-payment mode 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 FIFTH SCHEDULE. 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.

5.2. 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.

5.3. 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. The EMD shall be valid for 30 days beyond the validity of the bid. The Bank Guarantees shall be verified independently by the Port with the bank before finalisation of technical offers. In the event of lack of confirmation of issue of the BG by the bank, the bid shall stand disqualified.

5.4. The EMD of the unsuccessful bidder other than L1 and L2 shall be refunded immediately after ranking of price bids. EMD of L2 shall be refunded immediately after entering into agreement with L1 and acceptance of performance guarantee or expiry of bid whichever is earlier. The EMD of second lowest evaluated bidder shall be kept in reserve and may be invited to negotiate to match the lowest evaluated bid, in case the lowest evaluated bidder withdraws his bid or not selected for any other reason.

5.5. 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).

6. The tenderer should submit along with his tender the Income Tax Clearance Certificate from the Income Tax authorities concerned for the last two (02) years. *Copies of the Income tax returns for last two years can be submitted.*

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

## **7. SUBMISSION OF TENDER**

- i) Tender for supply of one number sea-going harbour tug on hire basis to Mormugao Port Trust must be submitted through e-tendering mode.
- ii) The following formats/documents are attached herewith:

### **FIRST SCHEDULE**

- a) Tenderer's Undertaking

- b) Organization Details
- c) Details of works undertaken during the last seven years
- iii) SECOND SCHEDULE  
Quotation of prices –
- iv) THIRD SCHEDULE  
Specifications and scope of work etc.
- v) FOURTH SCHEDULE  
General Terms& Conditions of Tender
- vi) FIFTH SCHEDULE
  - a) Performance Guarantee
  - b) Bank Guarantee against EMD
  - c) Hire Agreement
- vii) SIXTH SCHEDULE  
Compliance with Statutes, Regulations, etc.
- viii) SEVENTH SCHEDULE  
FORMAT and APPENDIX

(A) 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 Minimum Eligibility Criteria, Test of Responsiveness and other Appendix (Form of Tender, Annual Financial turnover, Power of Attorney etc.) as specified in the Tender.

### **Minimum Eligibility Criteria**

1. The Bidder should having Average Annual Financial Turnover during the last Three (3) years ending 31st March 2017 should be at least Rs. 12,00,00,000/-. Auditors report in original certified by CA or statutory auditors, for the years 2014-15, 2015-16 and 2016-17 including relevant P/L a/c and balance sheet.
2. Bidder should have experience and successfully completed **similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of 3 years during last 7 years ending June,2017 as follows:**
  - A) **Three completed works under each work order costing not less than Rs. 16.00 Crores each (or)**
  - B) **Two completed works under each work order costing not less than Rs. 24.00 Crores (or)**
  - C) **One completed works under each work order costing not less than Rs. 32.00 Crores.**

**Note: Copies of the work order with completion certificate and incase of ongoing work, performance certificate for the completed portion to satisfy the above qualification criteria shall be furnished duly attested by Notary Public. Experience of having successfully completed similar works i.e. owning and operating**

**Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for three years during last 7 years ending 31<sup>st</sup> March, 2017.**

3. "The Tenderer shall possess a tug by absolute ownership or a legally enforceable agreement for Charter/lease to be submitted at the time of bid submission and not on the date of opening the price bid".

**B) Test of Responsiveness**

- a) Tender cost of **Rs 5,000/-** has been remitted through e-payment (EFT/RTGS/NEFT).
- b) 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, for an **amount of Rs.40,00,000/- (Rupees Forty lakhs only)**.
- c) Details of experience and past performance of the tenderer in supplying, manning and operation of harbour tugs/anchor handling tugs/supply vessels etc. **for a minimum period of three (03) years during the past seven (07) years** and details of current works in hand and other contractual commitments should be submitted as per **First Schedule (c)**.
- d) Summary of any litigations for past performance shall also be submitted by the tenderer. Tender of firms having poor track record/reputation will be rejected and decision of the Board will be final for such rejection. **LITIGATION:** The tenderer shall submit the certificate declaring that he is not banned by any public sector undertaking with whom the tenderer was involved as per format **Seventh Schedule (3)**.
- e) The Tenderer shall possess a tug by absolute ownership or a legally enforceable agreement for Charter/lease to be submitted at the time of bid submission and not on the date of opening the price bid.
- f) The following documents (attested copies) to be furnished by the tenderer for status of the Single Entity/firm / company/Joint Venture as per **First Schedule (b)**.

**Single Entity** means any proprietary firm, partnership firm, corporation, company and not a joint Venture or Consortium members made specific for this tender.

(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 authorization 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 *SEVENTH SCHEDULE (5) APPENDIX- 1*.

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 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. 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 SEVENTH SCHEDULE (5) APPENDIX-2, 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 SEVENTH SCHEDULE (5) APPENDIX -3, 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 SEVENTH SCHEDULE (5) APPENDIX-4.**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 SEVENTH SCHEDULE (5) APPENDIX-5 & 6.
- 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 SEVENTH SCHEDULE (5) APPENDIX-7, 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 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 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 work for the said 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 SEVENTH SCHEDULE (5) APPENDIX-8.



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 SEVENTH SCHEDULE (5) APPENDIX-8.

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/LOA 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.

g) The Bidder should having Average Annual Financial Turnover during the last Three (3) years ending 31st March 2017 should be at least Rs. 12,00,00,000/- Auditors report in original certified by CA or statutory auditors, for the years 2014-15, 2015-16 and 2016-17 including relevant P/L a/c and balance sheet. The annual financial turnover should be submitted as per format enclosed as SEVENTH SCHEDULE (5) APPENDIX-6.

h) Bidder should have experience and successfully completed **similar works i.e. owning/operating and/or manning Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for minimum period of 3 years during last 7 years ending June,2017 as follows:**

- A. **Three completed works under each work order costing not less than Rs. 16.00 Crores each (or)**
- B. **Two completed works under each work order costing not less than Rs. 24.00 Crores (or)**
- C. **One completed works under each work order costing not less than Rs. 32.00Crores.**

**Note: Copies of the work order with completion certificate and incase of ongoing work, performance certificate for the completed portion to satisfy the above qualification criteria shall be furnished duly attested by Notary Public.Experience of having successfully completed similar works i.e. owning and operating Harbour tugs/Supply vessels /Anchor handling Tugs/Oceangoing tugs for three years during last 7 years ending 31<sup>st</sup> March, 2017.**

i)The tenderers should submit upto-date/latest Income Tax Clearance Certificate.**Copies of the Income tax returns for last two years can be submitted.**

j) Details of technical staff which will be available ashore to attend to breakdown promptly.Details of manning, with qualifications of the staff is also to be submitted

with bid document in Technical bid. ***“The manning shall fulfill the statutory requirements for operations within port limits”.***

- k) Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port Trust should be submitted along with the tender. Attested copies of all class certificates, shop trial reports of machineries, builders certificate, statutory certificates issued by authorities, Certificate of Registry duly notarized, GA plan, applicable technical drawings, literature and detailed descriptions of the tug offered, other certificate needed for port operation, work procedure, schedules and periodic maintenance records should be submitted. Name of the tug to be disclosed.

But on award of contract, the tenderer must supply the tug with specifications quoted for or of better specifications at the quoted price.

- l) ***Technical specifications, drawings and other information pertaining to the tug to be offered on hire to Mormugao Port Trust should be submitted along with the tender. The name of the tug has to be disclosed. On award of contract, the tenderer must supply the tug with specifications quoted for or of better specifications at the quoted price. The details of tug offered to be submitted as per SEVENTH SCHEDULE (4).***
- m) Bank Solvency Certificate from any Nationalised Bank/ Scheduled Bank (except Co-operative Bank). Required to submit latest Bank Solvency Certificate addressed to FA&CAO, Mormugao Port Trust, for an amount of not less than **Rs. 12.00 Crores.**
- n) The Power of Attorney, as per SEVENTH SCHEDULE (5) APPENDIX-10 to be furnished.
- o) The tender document along with all the forms to be filled and submitted online with sign and seal.
- p) The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per SEVENTH SCHEDULE (5) APPENDIX – 9
- q) The bidder shall submit copy of valid GST Registration Certificate, PAN, EPF registration and ESI registration number.
- r) The Bidder should not be black listed by any Government or Non-Government Organization as per SEVENTH SCHEDULE (3)
- s) Tenderers shall accept all instructions and conditions contained in All Schedules. To this effect declaration has to be submitted as per Seventh Schedule (3). The tenderers shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.
- t) **INTEGRITY PACT**  
The Tenderer have to execute an “Integrity Pact” (IP) as per the format attached in Seventh Schedule (2) 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 Bungalows,

TT Nagar, Bhopal

Madhya Pradesh

The Integrity Pact duly signed, scanned uploaded along with Technical bid and hard copy of the same to be submitted to the office of Marine Department Mormugao Port Trust, Headland Sada Goa.

- u) In addition to all the above, the tenderers should enclose all the documents mentioned in Sr.No.7 above, except the Second Schedule (Quotation of Prices) in this technical bid.

## **8. PRICES AND VALIDITY OF OFFER:**

- a) Tenderers shall quote their rates only in Indian Rupees and all payments will be made in Indian Rupees only.

- b) *The rates quoted by the tenderer should remain valid for a minimum period of 180 days from the date of bid submission/ technical bid opening***

## **9. DELIVERY PERIOD:**

***The Hire Agreement is to be signed within 15(Fifteen) days from the date of issue of Letter of Intent. The tenderer shall deliver the Tug within 60(Sixty) days from the date of signing of the hire agreement.***

**10. LIQUIDATED DAMAGES:** The tug shall be delivered within 60 days from the date of issue of Letter of Acceptance in sea worthy and efficient condition and should be in possession of all necessary certificates. If the Contractor fails to deliver the tug/s in all respects within 60 days from the date of issue of Letter of Acceptance, liquidated damages at the rate of Rs. 50,000/- per day or pro rata will be levied on the Contractor for a further period of 15 days.

If the Tug is not delivered for operation within 75 days from the date of issue of Letter of Acceptance, the contract will be liable for termination and EMD/Bank Guarantee forfeited after 75 days (60+15) from the date of issue of Letter of Acceptance. However, Port reserve the absolute right for further extension of time for supply of tugs subject to payment of L.D. of 50,000/- per day per tug by the contractor. Replacement with similar/better tug is allowed during the tenure of the contract. In case tenderer is not in a position to deploy the original offered tug within specified delivery period, the tenderer will be allowed to provide substitute tug with similar/better specifications (in seaworthy and efficient condition and should be in possession of all necessary valid certificates). The tenderer shall submit details/documents of the substitute tug (as per technical specification) atleast 30 days in advance of the scheduled delivery date. Port reserves the right to accept or reject the substitute tug. Similar tug means tug meeting the basic tender requirements and having the same bollard pull, same fuel consumption and

same propulsion system. Better tug means tug meeting the basic tender requirements and having same or more bollard pull for same or less fuel consumption for any of the acceptable propulsion system.

The Contractor shall obtain necessary clearance, as required from the Director General of Shipping, Ministry of Surface Transport, etc., for deploying the tug/s for service in the Port, before the tug is put into service.

**11. ACCEPTANCE OF TENDER:**

The Board does not bind itself to accept the lowest or any tender.

**12. PRICES:**

Tenderers are directed to submit the daily rates for hire of the tug on a 'dry' basis i.e. the Port Authority **shall provide only fuel(LS HF HSD) and fresh water.** The tenderer should make sure that their offer is firm and without any escalation and without any condition which will have any financial repercussion. Only the price that appears in the Second Schedule (Cover No.II) will be considered. The prices quoted shall inclusive of all taxes, excluding GST. GST shall be payable extra at applicable rates..

**13. TECHNICAL SPECIFICATIONS:**

Tenderers are advised to enclose drawings and specifications including the type of fuel and lubricants used for the tug offered for hire along with fuel consumption. **The tug should not be more than Thirteen (13) years old on the date of bid submission. The detailed specification of tug should be submitted as per SEVENTH SCHEDULE (4).**

**14. DEVIATION:**

Tenderers shall accept all instructions and conditions contained in All Schedules. To this effect declaration has to be submitted as per **Seventh Schedule (3)**. The tenderers shall not offer and/or submit any counter conditions. **Tenders containing counter conditions shall be rejected.**

**15. PERFORMANCE BOND/ PERFORMANCE GUARANTEE:**

The successful tenderer shall use the services of a Nationalized Bank / Scheduled Bank (except Co-operative Bank) as surety to Mormugao Port Trust against the due performance and completion of the contract. The amount of the bond shall be **ten percent (10%) of annual contract value for a period of seven years. Bank Guarantee may renewed every year for a period of seven years with three months claim period.** The successful tenderer and his approved surety shall execute a bond in the form set out in FIFTH SCHEDULE to be jointly and severally bound to the Board, in the sum described in accordance with the Contract.

**16. CONFIDENTIALITY:**

The Board desires that this tender shall be treated strictly as confidential. The tenderer shall be obliged to observe this desire.

**17. APPLICATION OF LAW AND ARBITRATION:**

All disputes that may arise between the parties, other than those covered by clauses whereunder the decision of the Dy.Conservator is stated to be final, shall be referred to the award of Sole Arbitrator to be appointed by the Chairman/MPT in writing before proceeding on the reference and the decision of the said Sole Arbitrator shall be final and binding on both the parties to this contract and provision of The Indian Arbitration and Reconciliation Act, 1996 and the rules framed thereunder and any statutory modifications thereof shall be deemed to be applied to such reference and deemed to be incorporated in the contract.. As far as appointment of arbitrator/s are concerned, the methodology is prescribed under Section 11 of the Arbitration and Conciliation Act, 1996. Sub-section (2) of Section permits parties to appoint arbitrator or arbitrators failing any agreement referred to in sub-section (2) and sub-section (3) each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The Arbitrator shall give a reasoned award.

Unless settled amicably, disputes shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act 1996. As per this, Dispute Resolution Board shall be set up with representatives of both parties on award of work to continuously facilitate resolution of issues. The place of arbitration shall be at Mormugao Port, Goa.

**18. NON-COMPLIANCE WITH TENDER CONDITIONS:**

Failure to comply with the above conditions and any tender not accompanied by Earnest Money Deposit in the form mentioned above would result in the tender being rejected.

**19.** Tender document is also available at the Port Trust website [www.mptgoa.com](http://www.mptgoa.com) on the above period mentioned on NIOT. Interested contractors/firms may download the tender documents from the website and submit their offer through e-tendering mode. 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 **Seventh Schedule (3)**. The Bidder should not be black listed by any Government or Non-Government Organization as per **Seventh Schedule (3)**.

**20. AMICABLE SETTLEMENT:** In case of any disputes, both parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, arbitration may be commenced on or after the fifty sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

**FIRST SCHEDULE**

**TENDERER'S UNDERTAKING**

- A : TENDERER'S UNDERTAKING.**
- B : ORGANISATION DETAILS.**
- C : DETAILS OF WORKS UNDERTAKEN IN PAST 07 YEARS.**

**FIRST SCHEDULE**  
**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR  
OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM  
INCLUSIVE OF AZIMUTH STERN DRIVE HARBOUR TUG OF BOLLARD  
PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO  
PORT TRUST**

A) TENDERER'S UNDERTAKING

To  
The Dy.Conservator,  
Mormugao Port Trust,  
HEADLAND – SADA (GOA) 403804

1. We, M/s \_\_\_\_\_, having read and clearly understood the contents of Instructions to the Tenderers, all the six schedules and other relevant papers of the tender documents, hereby offer to supply one number Tractor/ Reverse Tractor or ASD (Multi Tug) type sea-going harbour tug as specified in the schedules, against which the hire rates have been inserted to the extent which the Board of Trustees may determine in accepting this tender.
2. We hereby agree, subject to the conditions of contract, to enter into a formal agreement with the Board.
3. We undertake to supply the said tug as described in the Specifications within **60 days (Sixty days)** after signing of the contract. If our tender is accepted by the Board, we undertake to deposit with the Board **within 15 days (Fifteen days)** of the Letter of Intent of the tender, a Bank Guarantee issued by a Nationalized Bank in the **sum of ten percent (10%) of the annual value of the contract for 07 (Seven) years** 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 (01) month after the expiry of the contract.
4. We undertake to enter into the Hire Agreement **within 15 (Fifteen) 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/S(18)/2017/7 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 and drawings 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. \_\_\_\_\_

\_\_\_\_\_  
Signature of the Tenderer

Name and address of Tenderer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness to Signature of the Tenderer

Name and address of Witness to Signature of the Tenderer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **FIRST SCHEDULE**

### **B) ORGANISATION DETAILS INCASE OF SINGLE ENTITY**

#### **STRUCTURE OF ORGANISATION**

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

Date :

**FIRST SCHEDULE**

**C) DETAILS OF WORKS UNDERTAKEN IN THE PAST 03 (THREE) YEARS FOR SINGLE ENTITY ONLY.**

Name of the work	Contract no./Work order details	Name and address of Employer	Name and address of person who is responsible to the contract	Contract price In Indian Rupees	Date of Delivery and Completion of the Contract

**Instructions:**

1. The tenderer / 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 Work carried out
  - (b) Contact details of the concerned similar Works
    - (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 .....

## SECOND SCHEDULE (PRICE BID)

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

### 1. QUOTATION OF PRICE

Price as per contract and specification exclusive of GST for the contract period of 07 (Seven) years:

Daily Hire Rate In Indian  
Rs. \_\_\_\_\_ /-(in figure)  
In word (In Indian Rupees

*(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.)*

\_\_\_\_\_ Only)

2. **Fuel consumption per hour of operation of main engines at 100% MCR.** \_\_\_\_\_ Litres

3. **Fuel consumption per hour of operation of Auxiliary / DG engine at 100% MCR.** \_\_\_\_\_ Litres

### 4. CONDITIONS:

- a) Tenderer should quote only one rate for initial 07(Seven) years.
- b) Only price quoted in this Schedule shall be considered. The price shall be firm and shall not be subject to any escalation and/or revision.
- c) The quotation stated above shall remain valid for a period of 180 days from the last date fixed for receiving the tender.
- d) For evaluation, daily hire charges and cost of fuel consumed for operation of 08(Eight) hours (price of oil on the date of submission of the bid) will be considered.

***The tender will be evaluated taking the daily rate of hire charge accepted by the port plus cost of the fuel consumption / hour at 100% MCR as given in Cover-II (Price Schedule) considering average operation of 8 hours per day as regards cost of fuel, the fuel cost as per the Indian Oil Corporation rate prevailing on the date of submission of technical bid shall be taken for evaluation.***

1. ***Charter hire rates per day = X***

2. ***Fuel consumption of the main engine at 100% MCR = Y lit/hour/engine***

3. ***Fuel consumption of D. G. set/s(100%MCR) = Z litre/hour/D.G. set***

***Daily rate = X + {[ (2\*Y + 1\*Z) ] C \* 8}***

***where C = cost of fuel per litre.***

***The bidder has to submit engine manufacturer's data (shop trial) authenticating their fuel consumption at 100% MCR for both main engines and auxiliary engines.***

***It is presumed that the tug will operate on two main engines and one D. G. Set. In case, the arrangement is different then the tenderer may specify clearly.***

Name of the authorized person of the Tenderer: \_\_\_\_\_

Name of the Tenderer: \_\_\_\_\_

Full Address: \_\_\_\_\_

Signed for and on behalf of Company: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

**SEAL OF THE TENDERER:**

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 these tender documents should put his full signature on the side of the correction.

### THIRD SCHEDULE

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

<b>SECTION 1</b>	<b>-</b>	<b>REQUIREMENTS</b>
<b>SECTION 2</b>	<b>-</b>	<b>SCOPE OF WORK</b>
<b>SECTION 3</b>	<b>-</b>	<b>OUTLINE SPECIFICATIONS</b>
<b>SECTION 4</b>	<b>-</b>	<b>PERIOD OF HIRE</b>
<b>SECTION 5</b>	<b>-</b>	<b>LOCAL LAWS</b>
<b>SECTION 6</b>	<b>-</b>	<b>INDEMNITY</b>
<b>SECTION 7</b>	<b>-</b>	<b>PAYMENT</b>
<b>SECTION 8</b>	<b>-</b>	<b>CLOSING DATE</b>
<b>SECTION 9</b>	<b>-</b>	<b>DATE OF COMMENCEMENT</b>
<b>SECTION 10</b>	<b>-</b>	<b>APPOINTMENT OF AGENTS</b>

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

**SECTION 1 : REQUIREMENTS:**

- a) ***“The Port shall require one tug to supplement its existing fleet, to assist ships maneuvering within the limits of the Port including for double banking operations. The tug will also be used for any other lawful activities of the Port”.***
- b) Pilotage maneuvers require both push and pull towage and ships are expected (but not restricted) to range size from 2000 tons to 200,000 tons displacement and to be in various conditions of load.
- c) **The tug will be available for 24 hours duty, provided the crew posted on the tug should not exceed 12 hrs duty, per day. *Manpower should be deployed as per statutory norms.***
- d) The Tug will comply with all lawful instructions from the Deputy Conservator of the Board or any other Officer or Officers duly authorized by him.

**SECTION 2: SCOPE OF WORK:**

- a) The contract involves supply of one tug as per broad specifications listed hereafter with full crew, adequate in number for operations outlined in Section 1, provisions and all stores including hydraulic oils, lubricants but excluding fuel and fresh water.
- b) All operational costs including wage, allowances, PF, victualling, insurance (personal, hull & machinery, protection & indemnity etc.) will be at owner's account. ***Statutory dues to be paid as applicable or else payments from bills to such extent shall be withheld.***
- c) The offered tug shall only be deployed by successful bidder. Repairs, survey and other requirements to keep the tug operational will be at owner's account and during the absence of the tug from duty or inability of the tug to perform its duties for these or any other reasons, will result in loss of hire for the period at pro-rata basis. **Replacement during the contract is not allowed. Only, in case of major breakdown of the tug, the Port may allow replacement with a tug of similar/ better specification.** However, absence from duty resulting from instruction of the Deputy Conservator or his representative(s) shall not require such replacement.
- d) The contract will commence and expire at Mormugao Port Harbour, Goa.
- e) ***Security will be given to the hired tug only during agitation, strikes.***
- f) On the date of commencement of the contract the tug shall be staunch, strong and water tight and shall have completed all the necessary surveys. The tug will be maintained in such condition at all times by the owners.
- g) The tug shall be liable to ILH dues on arrival but will be exempted from light and buoy dues payable to the Port.

h) A joint survey will be carried out at Mormugao Port before the tug is accepted for service in the Port and on expiry of the contract, to determine its condition.

On-hire to be on MPT's time and off-hire to be on owner's time. Survey charges to be borne by both the parties equally. Board will not be responsible for any damages that will be suffered by the tug due to the failure of the tug or due to the errors committed by the Master and crew of the tug. Any damages suffered whilst assisting ships should be brought to the notice of the Deputy Conservator in writing within 04(Four) hours of occurrence in order to claim reimbursement of repair charges from the concerned ship. The incidence should be immediately brought to the notice of the Pilot so that he may bring it to the notice of the Master of the concerned ship before he disembarks.

### **SECTION 3:OUTLINE SPECIFICATIONS:**

- |                             |   |   |
|-----------------------------|---|---|
| L.O.A                       | - | 35.0 metres (max).  |
| Breadth(moulded)<br>& Depth | - | Proportionate to the length and depth.  |
| Draft(Max)                  | - | 5.0 meters.   |
| Bollard pull                | - | Steady/sustained Bollard pull of not less than 50 Tons at100% MCR.(Latest bollard pull certificate issued by any (IACS) classification society to be enclosed – not earlier than 1 year from the date submission of bid Bollard Pull Test certificate shall be submitted along with the bid submission and not at the opening of the price bid) |
| Year of Built               | - | Tug should not be more than 13years of age at the time of submission of bid. (Year of built to be determined based on month and year of built mentioned in class certificate of the tug.)   |
| Type-                       |   | Tractor/Reverse Tractor of Cycloidal or steerable rudder, Propulsion system inclusive of Azimuth Stern Drive (ASD).   |
| Main Engine                 | - | Twin engines operating on High speed diesel with independent remote control operations or similar flexible arrangement.   |
| Auxiliaries                 | - | Generators for power supply.  |
| Fire Fighting               | - | GS/Fire pump. (For external fire-fighting with fire monitors as required by FiFi Class 1. Certified by Class.)  |

**FIRE FIGHTING SPECIFICATIONS:***“External Fire Fighting - Dual purpose fire monitor suitable for foam and water. The capacity of fire pump should be of minimum 600 CuM/hr. Foam tanks shall be capable of storing at least 8.0 m3 of AFFF foam. Foam will be replenished by the Board free of cost if foam is used for firefighting ordered by the Deputy Conservator/ Harbour Master”*



Speed	- 10 knots (min.) under normal weather conditions.
Fuel consumption	- a) Main Engines (per engine) <b>100% MCR.</b> (Shop trial report from the engine manufacturer duly attested to be submitted and <b>not the sea trial report</b> ). - b) Auxiliaries - c) Anticipated approximate fuel consumption for per hour of operation of assisting vessels in berthing/unberthing in the Harbour.
Fresh water consumption	- Contractor to indicate.
Fuel capacity	- Minimum 25 tonnes.
Water capacity	- Minimum 10 tonnes.
Towing arrangement	- Quick release tow hook with adequate strength for towing operations of 50 tons swl. Bow/stern suitable for pushing and with arrangements for securing lines. Suitable towing winch for direct pull from the winch with adjustable/ variable length of rope with adequate braking arrangement to withstand towing pull.
Communication	- As per statutory requirements.
Navigational Equipment	- As per statutory requirements.
Class	- Indian Register of shipping (IRS). <b><i>S.D. Circular – 2/2002 dated 08/11/2002 of Directorate General of Shipping is part of the tender. Enclosed in Seventh Schedule (1).</i></b>
Manning	- As per requirements of MS Act / D. G. Shipping.
Registration	- Under the M.S. Act 1958.
Experience	- The tug and its crew should have adequate experience of work in harbour pilotage or similar nature of duties. Tug Master should be able to perform to the satisfaction of Deputy Conservator/Harbour Master.
Towing Lines	- All towing lines (1no. on drum and 2nos. in spare)(Material: Polypropylene), will be in unfrayed condition with swl of 50 tons. All towing lines to be supplied by Contractor. Suitable for pilotage manoeuvres described. No wires to be used for harbour manoeuvres. (Test certificates of towing ropes to be on board).
Fendering	- Suitably fendered so as to enable the tug to push/pull as required for shipping operations.

- |                                   |   |   |
|-----------------------------------|---|---|
| Special Conditions                | - | Tug Should be used for assisting push/pull smaller vessels having minimum freeboard of 2.5metres.   |
| Suitability                       |   | Tug should be provisions for handling deploy support facilities to rig /lay /put the Oil spill Response Boom around the vessel at offshore oil spill site and remove it after its operations. |
| Bunkers are supplied by the port. | - | Yes (Fuel (LS-HF HSD) and Fresh Water only)   |

#### **SECTION 4:PERIOD OF HIRE:**

The contract will be for 07(Seven)years from the date of commencement of contract.

#### **SECTION 5:LOCAL LAWS:**

The owner shall comply with the provisions of the Merchant Shipping Act and any other legislation related to operation of a tug in Indian territorial waters

If the tenderer has participated in the tender on the basis of acquiring the tug on award of the tender, he shall get the tug registered in India before operating the tug in the Port of Mormugao.

In any case, the tenderer has to clearly specify the mode he chooses to operate the tug 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.

#### **SECTION 6:INDEMNITY:**

The owner shall take out necessary insurance to indemnify the Board against all claims arising out of the operation of the tug while on hire at the Port of Mormugao.

#### **SECTION 7:PAYMENT:**

Payment shall be made at the end of each calendar month after a certificate of satisfactory service has been obtained from the Deputy Conservator of the Board. Deductions of taxes at source will be as per the Govt. guidelines/instructions. The Tenderer should opt for ECS/RTGS/NEFT payment. Tenderers shall indicate any other payment required by them and submission of daily deck and engine log books of the Tug. For this purpose, the contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval of the Port prior to the commencement of contract. The bill shall be submitted in duplicate along with the said certificate & a separate mention of the GST amount included in each bill by the contractor.

Payment shall be made within 15 working days from the date of submission of bill clear in all respect. The contractor is allowed to bill GST on the monthly hire charges. Such GST amount shall be reimbursed along with the running A/c bill on production of relevant document proof. The incremental amount of tax due to increase in the existing rate of tax and any new Tax, Duties etc. applicable as per new legislation for the services provided under the contract, shall be paid to the contractor on production of its proof of payment. Only undisputed amount will be paid by the Port. ***MPT not to withhold the entire payment in case of any dispute. Only the disputed amount will be retained.***

The Contractor shall have to pay the wages to the crew as per Shipping practices and

Shipping Laws or Laws of the State, as applicable.

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.)

**SECTION 8:DATE OF COMMENCEMENT:**

The tug has to report at Mormugao Port within 60 (Sixty) days from the date of signing of hire agreement.

**SECTION 9:APPOINTMENT OF AGENTS:**

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

## FOURTH SCHEDULE

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

### GENERAL TERMS AND CONDITIONS OF TENDER

- 1 - GENERAL
- 2 - TENDER DOCUMENTS
- 3 - TENDERS
- 4 - NOTICES TO TENDERER
- 5 - DEFINITIONS
- 6 - DUTIES OF THE DEPUTY CONSERVATOR AND HIS REPRESENTATIVES
- 7 - ALTERATION
- 8 - ALTERNATIVE TENDERS
- 9 - ACCEPTANCE OR REJECTION OF TENDERS
- 10 - ACCEPTANCE OF TENDER
- 11 - PRICES TO BE INCLUSIVE
- 12 - COST OF TENDERING
- 13 - DOCUMENTS AND SAMPLES TO ACCOMPANY TENDER
- 14 - COST OF DOCUMENTS
- 15 - BRIBES
- 16 - PERFORMANCE BOND
- 17 - AGREEMENT
- 18 - VALIDITY OF TENDERS
- 19 - WITHDRAWAL OF TENDERS

## FOURTH SCHEDULE

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

### GENERAL TERMS AND CONDITIONS OF TENDER

#### **1. GENERAL:**

The general specifications and descriptions illustrate the minimum requirements of the Mormugao Port Trust and serves only as a guide to tenderers.

#### **2. TENDER DOCUMENTS:**

The tender documents shall consist of the following:

- a) FIRST SCHEDULE (Tenderers' Undertakings)
- b) SECOND SCHEDULE (Price Bid)
- c) THIRD SCHEDULE (Technical Specifications)
- d) FOURTH SCHEDULE (General Terms and Conditions of Tender)
- e) FIFTH SCHEDULE:
  - \* Bank Guarantee for Performance Guarantee/Security Deposit
  - \* Bank Guarantee for Earnest Money Deposit (EMD)
  - \* Hire Agreement
- f) SIXTH SCHEDULE -Compliance with statutes, regulations, etc., alcoholic liquor or drug, arms and ammunition, disorderly conduct etc., customs duty.
- g) SEVENTH SCHEDULE- Whichever applicable will be the part of this agreement.

#### **3. TENDERS:**

- a) Tenderers shall deliver their tenders to:

THE DEPUTY CONSERVATOR, MORMUGAO PORT TRUST, HEADLAND - SADA, GOA 403804, in accordance with the following requirements:

- (i) Tenderers shall submit their tenders together with all accompanying documents.
- (ii) All the above documents shall be delivered at the above address before the stipulated time shown in the Tender notice.
  - (b) 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.
  - (c) Any tender delivered after the stipulated time arising from whatever causes **will not be considered.**
  - (d) No reimbursement of any expenses incurred by a tenderer in preparation and/or submission of his tender will be made by the Board.

#### **4. NOTICES TO TENDERER:**

Every notice to be given to a 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.

#### **5. DEFINITIONS:GENERAL CONDITIONS**

- (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, authorized 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 therefrom as may be made under the General Conditions.
- (h) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- (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) "Nationalised Bank" means any bank nationalised by the Government of India.

## **6. DUTIES OF THE DEPUTY CONSERVATOR AND HIS REPRESENTATIVES**

### **(a) Duties of the Deputy Conservator**

It shall be the duty of the Deputy Conservator to see that the "Work" is executed and paid for according to the specifications, conditions, etc. set forth in the contract.

### **(b) Duties and powers of Deputy Conservator's Representative**

The duties of the Deputy Conservator's representatives are to supervise the work. They shall have no authority to relieve the contractor of any of his duties or obligations neither under the Contract nor except as expressly provided neither hereunder to order any work involving delay or any extra payment by the Board nor to make any variation in the work.

The Deputy Conservator may, from time to time, delegate to his representative, in writing, any of the powers and authorities vested in him and shall furnish to the Contractor a copy of all such written instructions or written approvals given by the Deputy Conservator's representative to the contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the Board as though it had been given by the Deputy Conservator. Provided always as follows:

If the Contractor be dissatisfied by reason of any decision of the Deputy Conservator's representative he shall be entitled to refer the matter to the Deputy Conservator who shall thereupon confirm, reverse or vary such decision.

## **7. ALTERATION:**

Any alteration, omission or cancellation made to the tender must be authenticated by the Tenderer's signature.

## **8. ALTERNATIVE TENDERS:**

A tenderer can offer only one proposal in his tender. Alternate proposals/tenders are not permissible.

## **9. ACCEPTANCE OR 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 details which does not fully comply with the Conditions of Tender;
- (e) Any Form of Tender received after the stipulated time stated in the Tender Notice

The Mormugao Port Trust does not bind itself to accept the lowest or any tender.

## **10.ACCEPTANCE OF TENDER:**

The acceptance of a tender by Mormugao Port Trust will be by notice in writing signed by a duly authorized Officer and no other act of Mormugao Port Trust shall constitute the acceptance of a tender.

## **11. PRICES TO BE INCLUSIVE:**

The tender price shall include all costs without limitation of layout, material, plant, supervision, transport, haulage, overtime, profit and all tax expenses, liabilities and obligations which under the conditions of Tender, Conditions of Contract and Tender Specifications are to be borne by the Tenderer. However, the price will be exclusive of GST.

## **12. 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.

## **13. DOCUMENTS AND SAMPLES TO ACCOMPANY TENDER:**

All tenders shall be accompanied by technical drawings, literature and detailed descriptions of the items or equipment or services offered, work procedure and schedules. ***Attested copies of all class certificates, shop trial reports of machineries, builders certificate, statutory certificates issued by authorities, Certificate of Registry duly notarized, GA plan, applicable technical drawings, literature and detailed descriptions of the tug offered, other certificate needed for port operation, work procedure, schedules and periodic maintenance records should be submitted***

## **14. COST OF DOCUMENTS:**

The non-refundable charge for each set of Tender Document is **Rs.5,000/-**.

## **15.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.

## **16. PERFORMANCE BOND/ PERFORMANCE GUARANTEE:**

The successful tenderer shall use the services of a Nationalized Bank / Scheduled Bank (except Co-operative Bank) as surety to Mormugao Port Trust against the due performance and completion of the contract. The amount of the bond shall be **ten percent (10%) of annual contract value for a period of seven years. Bank Guarantee may renewed every year for a period of seven years with three months claim period.** The successful tenderer and his approved surety shall execute a bond in the form set out in FIFTH SCHEDULE to be jointly and severally bound to the Board, in the sum described in accordance with the Contract.



**17. AGREEMENT:**

The tenderer whose tender will be accepted is required to enter into and execute an agreement in the form set out in the “**FIFTH SCHEDULE**” (subject to any necessary adaptation). The entire tender set including pre-bid queries clarification, addendum, corrigendum and all correspondence exchanged during bidding process of the selected Bidder will form the party of the said agreement.

**18. VALIDITY OF TENDERS:**

Tenders shall remain open for acceptance and shall remain binding on the tenderer for a period of 180 (One hundred and Eighty) days from the date of opening of the tenders.

**19. 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 403804 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 15 (Fifteen) 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.

20. The office space and storage place in the Port premises to Contractor for better co-ordination between Port and for prompt action of the shore support team during exigencies can be considered subject to availability and payment of necessary dues.

21. The Contractor shall be provided with “safe berth/jetty” for tying up the crafts.

22. Free shore power shall be provided to the Tug when tug is idling at the jetty or berth and if such arrangements are not available, then Tug would run on Auxiliary engines and fuel shall be on Port’s account.

23. Free access to the jetty or berth will be provided.

**24. FORCE MAJEURE**

Neither party shall be liable for any loss, damage or delay due to any of the following forcemajeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under the charterparty, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events or stroke or conditions:

(a) Acts of God.

(b) Any Government requisition, control, intervention, requirement or interference.

- (c) Any circumstances arising out of war threatened act of war or war like operation, act of terrorism, sabotage or piracy or consequences thereof.
  - (d) Riots, civil commotion, blockaded or embargoes.
  - (e) Epidemics.
  - (f) Earthquakes, landslides, flood or other extra ordinary weather condition.
  - (g) Strikes, lockouts or other industrial action, unless limited to the employee of the party seeking to invoke force majeure.
  - (h) Fire, accident, explosion except where caused negligence of the party seeking to invokeforce majeure.
  - (i) Any other similar cause beyond reasonable control of either party.
- The party seeking to invoke force majeure shall notify the other party in writing within twoworking days of the occurrence of any such event/condition.

## **25. PENALTY:**

(a) In case the offered Tug become un-available for operation, then a sister tug or substitute tug with similar/ better specification and satisfying the age criteria stipulated for offered tug, 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 tug become unavailable. If the fuel consumption of the substitute tug is more than that of the offered tug, the Employer shall have power to recover the extra cost incurred on account of the excess fuel consumption from the contractor's monthly bills.

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

(c) If the tug 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 tug are not available for immediate hire on short notice as per our knowledge. In this condition the contractor is unable to supply sister tug or substitute tug 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 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 tug is not available for use by the Port.

If the tug/s is/are inoperative and /or unavailable and Charterer is denied use of the tugs,penalty will be levied from the time and date of such inoperation / unavailability asfollows, in addition to non-payment of hire charges from the time and date of such non-availability/ inoperation the penalty charge of Rs.7500/- per hour or part thereof will be charged for the use of Port hired tug.

(d) In case of non-deployment of tug/s beyond 30 days and replacement tug has not beenprovided by the contractor, the contract shall be terminated and the Performance Bank Guarantee may be forfeited.

(e) If the tug/s are required to be dry docked as required by Class (LRS/IRS/any other classification Society), or for any other reason whatsoever, the Contractor will be permitted to dry dock the tug/s to maintain her Class with the prior approval of Deputy Conservator. However the Dry Docking Charges will be borne by the Contractor but no hire charges will be paid for that period and penalty will be levied as per above, if applicable.

(f) Port reserve the right to forfeit/encash the performance Guarantee deposit in the event of non-deployment / unavailability of tugs beyond 30 days.

(g) *Contractors shall bear all expenses for mobilization and de-mobilization of tugs.*

## **26. INCOME TAX :**

(a) The Contractor, both Foreign and Indian shall pay Indian income Tax on all payments made to Contractor under the Contract. The Indian Income Tax will be recovered from the Contractor at source, at the appropriate rate as per relevant provisions of the Indian Income Tax Act as modified from time to time. The Contractor, both Foreign and Indian, shall himself pay the balance Income Tax due.

(b) Any expatriate staff or site staff not normally resident in India employed by the Contractor shall pay personal income tax on all money earned and paid in India.

(c) The contractor liable to make payments for any other statutory deduction imposed by Government time to time.

## **27. INSPECTION :**

Port shall have the right to require the tug/s to be dry-docked if Contractor is not docking tug/s at normal classification/statutory intervals. The fees for such dry dock/inspection and survey shall be borne by the Contractor. All time taken in respect of dry docking inspection, survey or repairs shall not count as time on hire shall not form part of the hire period and penalty clause shall apply. Successful bidder will have to provide bollard pull test certificate for the tugs every year to the Deputy Conservator's Office at his own cost.

## **28. INSURANCE:**

(a) During the hire period the tug/s shall be kept insured by Contractors at their expenses for insurance on Hull & Machinery as per Institute Time Clause- Hull dated 01.10.1983 with 3/4th Collision Liability amended to 4/4th Collision Liability with ITC-Port Risk extension dated 20.07.1987 with war risk. Contractors and/or insurers shall not have any right of recovery or subrogation right against charters on account of loss of and/or any damage to the tug/s or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of tug/s or Port covered by such insurance.

(b) During the hire period the tug/s shall be kept insured by the Contractors at their expenses against protection and indemnity risks in such form as Port shall in writing approve which approval shall not be unreasonably withheld. If the Contractor fails to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, Port shall notify Contractors whereupon Contractors shall rectify the position within seven running days.

(c) In the event of any act or negligence on the part of the contractor, which may vitiate any claim, whatsoever in nature, the contractor shall fully indemnify the charterers against all claims and demands, which could otherwise be covered by such insurance. The contractor shall submit a copy of insurance policy and indemnity bond to Port.

## **29. To obey Order's of Deputy Conservator**

(a) The Master to execute Port's instructions with the utmost dispatch and to render customary assistance with the tug's crew. The Master to be under the order of the

Port as regards employment, agency or other arrangements. The contractors to indemnify the Port against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the tug's papers.

(b) If the Port has reasons to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary make a change in appointment. However the Port shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable. The Port or its representative will give the Master all instructions in English and the Master and Engineer to keep full and correct logs in English, accessible to the Port.

(c) The contracted Tug has to carry out routine preventive maintenance and record the same in the tugs log book periodically.

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## **FIFTH SCHEDULE**

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

## **GUARANTEE LETTERS**

- **Specimen Bank Guarantee for Performance Guarantee/Security Deposit**
- **Specimen Bank Guarantee for Earnest Money Deposit (EMD).**
- **Hire Agreement.**

**FIFTH SCHEDULE**

**SPECIMEN BANK GUARANTEE FOR PERFORMANCE GUARANTEE/SECURITY DEPOSIT**

**(To be executed on Rs.1000/- non-judicial Stamp Paper)**

**As notified by the Revenue Department of the State Govt., the non judicial stamp paper to be of Rs. 1000/-**

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]*

(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).

FIFTH SCHEDULE

SPECIMEN BANK GUARANTEE FOR EARNEST MONEY DEPOSIT(EMD)

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

Ref: Title: \_\_\_\_\_ .

Tender No. : \_\_\_\_\_ Date: \_\_\_\_\_ .

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

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

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

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

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

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

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

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

(Name of the Bank)

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

(Signature of witness)

Name & Address of witness:

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



## FIFTH SCHEDULE

### HIRE AGREEMENT

This agreement is entered into at Vasco-da-Gama, Goa, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 provide and let the motor Tug " \_\_\_\_\_ " (hereinafter called 'the said Tug') and the Board shall hire the said Tug subject to the following conditions, namely:-

a) The Board shall hire the said Tug for a period of 07 (Seven) years commencing from the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and expiring on the \_\_\_\_\_ day of \_\_\_\_\_, 2024. (from the date of induction/commencement of hire).

b) On the date of the commencement of the hire the said Tug shall be tight, staunch, strong and in every way fit for the purpose of the hire and shall be manned with full complement of qualified and experienced Master, Officers and Crew to be employed in the services of berthing and unberthing vessels at Mormugao Port. Services outside of the Port limits shall be as determined by the Board, including towage and rescue operation as necessary (hereinafter called 'the said service').

c) The Contractor shall during the hire provide and pay the wages and allowances of the Master and crew and shall provide and pay for the victualling, paints, repairs and survey costs for maintaining her classification certificates.

d) The Contractor shall insure the said Tug 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.

Provided that whilst engaged on duties as instructed by the Deputy Conservator the said Tug shall enjoy the protection and indemnities available to the Tugs owned by the Mormugao Port Trust provided under bye-laws of Mormugao Port Trust, subject to the damage occurred is not due to the failure of the tug or due to the error committed by the master and crew of the tug.

e) The Contractor shall maintain the said Tug in a thoroughly efficient state of hull, equipment and machinery for and during the service (including appearance).

f) (i) The Board shall provide only fuel (LS-HF HSD) and fresh water. Port charges including port dues, pilotage and berth hire charges during the currency of the contract shall be exempted. Fuel and fresh water remaining on board on the day of commencement of hire will be paid for by the Board at rates prevailing in Goa. Fuel and fresh water remaining on board on termination of contract will be paid for by the Contractor at rates prevailing in Goa. Port charges including port dues, pilotage and berth hire charges during the currency of the contract shall be exempted.

ii) Excess fuel consumption will be capped as per the quoted fuel consumption at 100% MCR.

Fuel consumption test:

The Board shall test the fuel consumption of the tug once every year during the currency of the contract. In the event it is found that there is an increase in the fuel consumption from that indicated in the bid document (the first test being carried out at the commencement of the contract and the test results will be valid for the period of one year until the next yearly test is conducted.), the cost of the fuel in excess of the indicated fuel consumption shall be deducted from the monthly payments of the tug till such time the fuel consumption is restored to the quantity as reported in the price schedule. All such tests as above during the tenure of the contract will be carried out by the contractor at Board's cost and if consumption is found to be more than that indicated in the tender, then the cost shall be borne by the contractor. Full payment will be restored if and when the contractor brings back the consumption to the level specified in the tender and demonstrate the same at his cost.

Notwithstanding the above the contractor shall submit attested copy of the tug's shop trial / other reports indicating fuel consumption at 100% MCR for the main engine and similar records for the diesel engine generators as conducted by the builder.

iii)LS HF HSD will be the supplied fuel.

f) The Master of the said Tug 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 returns as determined by the Dy.Conservator from time to time. Any misappropriation of fuel supplied by the Board will be viewed seriously and contract cancelled at contractor's cost/HEFTY PENALTY IMPOSED.

g) The Master shall be under the orders and directions of the Dy.Conservator as regards operation of the said services.

h) If the Dy.Conservator or his representative complains to the Contractor that they are dissatisfied with the Master or to the Master that they are dissatisfied with any member of the Officers or the crew, the Contractor or the Master shall investigate such complaint and if necessary will remove the person complained of and appoint another in his place within seven (07) days of lodging the complaint.

i) The Board shall pay the hire of the said Tug monthly at the following rate:  
Indian Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) per day or part thereof not later than the **15<sup>th</sup>(Fifteenth) day** of every succeeding month of hire, on submission of certificate of satisfactory service from the Deputy Conservator and also PF & ESI.A day to be considered from 12 noon to 12 noon to the next day.

j) The contractor shall, at his own cost carry out a bollard pull test at intervals of every two and half years from the date of commencement of contract.

k) The Board reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the currency of contract. In case Bollard pull falls below 50tonnes Bollard Pull, Board reserves the right to impose the penalty, per day or part thereof on pro-rata basis, equivalent to 2% of the per day charter rate for each ton or part ton loss of Bollard pull. However, if, Bollard pull falls below 45 Tons, the Board reserves the absolute right to terminate the contract forthwith. All Bollard pull tests during tenure of contract whenever required by the Board will be carried out by the contractor at his cost. However, bollard pull test will be carried out only when deemed necessary by the falling performance.

***l) The Board reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the currency of contract. In case Bollard pull falls below 50 tonnes Bollard Pull, Board reserves the right to impose the penalty, per day or part thereof on pro-rata basis, equivalent to 2% of the per day charter rate for each ton or part ton loss of Bollard pull. However, if, Bollard pull falls below 45 Tons, the Board reserves the absolute right to terminate the contract forthwith.***

***In any circumstances, if the Bollard Pull Test fails then it will be on the risk and cost of the contractor. However, in case the Tug successfully delivers the bollard pull required under the tender, the cost of such bollard pull is on Port's account. However, bollard pull test will be carried out only when deemed necessary by the falling performance.***

m) The Contractor shall pay for the stamp duty for execution of this Contract.

n) The Board has the right to terminate the contract/agreement at any time within the Hire period for reason of a breach of any conditions of contract.

o) The Board hereby covenants that the said tug shall be used at Mormugao Port as determined by the Deputy Conservator within Port limits. In case of emergencies, inside or outside the Port limits, the tug shall be required to assist such operations. Port clearance will be arranged by the Deputy Conservator when required and the Contractor will accept posting of the Board's crew on board the tug if required to comply with the regulations

p) The Deputy Conservator shall furnish the Master with all necessary instructions, directions and charts, if any.

q) In the event of major breakdown of the said tug, the Port may allow replacement with a tug of similar/ better specification if the said tug is out of operation for a period longer than 07 (seven) days. The absence of the said Tug from duty for any period will result in losses of hire on pro-rata basis. If the Contractor is unable to provide a replacement tug, as stated above, the Port may provide a suitable tug at contractor's risk and cost and the "Mobilization and Demobilization" charges for which shall be borne by the Contractor.

r) The Contract shall commence and terminate at Mormugao Port.

s) All salvage rendered to other vessels shall be for the Board's and Contractor's equal benefit after deducting all lawful expenses including additional insurance, if any, hire paid under the agreement for time lost in the salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit orders of the Deputy Conservator. The Master of the Tug shall take all measures to secure payment of salvage, as instructed by the Deputy Conservator, who shall be the sole authority to enter into any agreement for salvage. Consent of the contractor will be obtained.

t) The said tug shall be made available to the use of the Deputy Conservator at all times of the day and night.

u) If the said tug is lost, the Board shall only pay for the hire upto and including the date of the loss.

At the time of on-hire and off-hire, a joint survey on Fuels and fresh water, etc will be conducted and survey cost, if any, to be shared equally by both the parties.

v) The Contractor is allowed paid maintenance period of 24hrs per month during the currency of the contract for upkeep of the tug. The full one-year's Maintenance period will be credited at the beginning of each contractual year. The monthly repair and maintenance day can be carried forward to the subsequent months for a maximum period of twelve (12) days only. However, the Contractor must take prior permission in writing of

DC, before laying up the tug to carry out any maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey.

w) 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.

**All necessary insurances to be taken in connection with the contract.**

x) Any dispute arising out of this agreement shall be resolved asper the "Application of Law and Arbitration" detailed in Clause No.16 of the Instructions to the Tenderers of this tender documents.

y) This agreement shall be binding upon the successors in title of the Board and the Contractor hereto.

Signed by the Dy. Contractor on behalf of the Board of Trustees of the Port of Mormugao in the presence of



\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

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



\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**SIXTHSCHEDULE**

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

**OTHER COMPLIANCE**

**1. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**

The Contractor shall confirm in all respects with the provisions of any such Statutes, ISPS compliance, Ordinances or Laws as aforesaid and the Regulations or Bye-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 Bye-Laws.

**2. ALCOHOLIC LIQUOR OR DRUG**

The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

**3. ARMS AND AMMUNITION**

The Contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunitions of any kind or permit or offer the same as aforesaid.

**4. 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 neighbourhood of the work against the same.

**5. CUSTOMS DUTY**

The Contractor will have to pay all duties, taxes including Custom Duty, etc. on craft, equipment and machinery, if they are to be imported by him.

SIGNATURE OF TENDERER

Tenderer's address:

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Date:

## SEVENTH SCHEDULE (1)

### **E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

Shipping Development Circular No.2 of 2002 dated 08.11.2002 of Director  
General of Shipping.

Sub.: Guidelines for Grant of Licence to Foreign- Flag Vessel  
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#### 1. Legal Provisions and Objectives:

1.1 In public interest and to ensure transparency and equitable consideration for Indian ship owners, Shippers, Project Authority, other private parties (Citizen/Companies / Societies and PSUs and joint ventures). and above all, for the Indian consumers, the Director General of Shipping is hereby pleased in supersession of all earlier guidelines to lay down the following guidelines for grant of licence for chartering of foreign-flag vessels for export, import, for coasting trade, implementation of project etc.

1.2 In part XIV-of the Merchant Shipping Act, 1958-entitled „Control of Indian ships and ships engaged in Coasting Trade. , the provision of Section 406 deal with Indian ships and charter ships to be licensed and provisions of Section 407 deal with licensing of ships for coasting trade in India. As laid down in these sections, the licence has to be granted by the Director General of Shipping (hereinafter referred to as D.G. Shipping ) for taking to sea from a port or place within and outside India of Indian or other ship by a citizen of India or a company or a co-operative society under Section 406. The same is true for ship other than Indian ship or a ship chartered by a citizen of India under Section 407.

1.3 Sub-Section (3) of Section 406 and sub-section (2) of Section 407 empower the D.G. Shipping to grant the licence subject to such conditions as may be specified by him consolidated guidelines had been issued by the Director- General of Shipping in this regard vide No.SD-9/CHART (82)/97-II dated 27 March, 2000. As a result of experience gained during the last 21/2 years, it is felt necessary to issue the present updated and fresh guidelines.

1.4 It is well-known that in recent years, there has been a tremendous growth in the development of off shore shipping industry in all its various aspects. It is necessary for the Central government to ensure the growth and development of Indian off-shore sector, vessel, equipment etc. Consequently while considering the application for grant of licence to any foreign- flag vessel of any type to work in Indian waters anywhere in entire Exclusive Economic Zone, it will be necessary for D.G. Shipping to consider the effect on the growth and encouragement of Indian off-shore industry and vessels, irrespective of whether they are fitted with mechanical means of propulsion or not. Therefore these Guidelines are applicable to all vessels. as defined under M.S. Act, supporting or performing any service/ functions as enumerated below:-

(i ) Capital intensive assets such as Floating Storage and offloading devices etc.  
(ii) Oil-field Support Services- rendering vessel engaged in towing, anchor-handling, dredging, off-shore drilling / production rigs, diving support, maintenance support, various type of surveys, cable laying, sea-bed mining operations, pipe-laying, lighterage, salvage marine construction, hook-up, supply and transport of passengers, goods and material, and

(j) Port and Terminal related support services-rendering vessels.

1.5 These guidelines shall be applicable to any foreign-flag vessel chartered by anyone for operation in the Indian Exclusive Economic Zone of India including its territorial waters and contiguous zone.

1.6 These Guidelines shall come into operation with immediate effect.

## 2. Chartering of foreign flag vessels for export /import.

2.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, lay up, port of loading and discharge etc. to the Indian National Ship-owners Association (hereinafter referred to as INSA) and to the D. G. Shipping at least three working days prior to lay up. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the layup.

2.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offer they wish to make giving details of a suitable Indian flag vessel, charter hire / freight etc. informing INSA that the offer has been made giving all details except the price offer and endorsing a copy of the offer made to the D.G. Shipping. The offer should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, except Crude carriers, Product Tankers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Feeder and Container Vessels. In respect of these latter vessels, INSA Member Companies shall make their offer to the Applicant within one working day after receipt of the enquiry. INSA shall, in response to the enquiry of the Applicant, inform the D. G. Shipping of the offers made by its member Companies and endorse a copy of the same to the Applicant Company within two working days after receipt of the enquiry in respect of all vessel except Crude carriers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Product Tanker, Feeder and Container Vessels. In respect of these latter vessels, INSA shall in response to the enquiry of the Applicant, inform the D. G. Shipping of the offers made by its Member Companies and endorse a copy of the same to the Applicant Company within one working day after receipt of the enquiry. In case no copies of offer are received by INSA from its member companies within the stipulated time, INSA shall inform the D.G. Shipping accordingly, with a copy of the same to the Applicant.

## 3. Chartering permission for Coasting Trade / Offshore Support operation / port related Support Service for spot Requirement.

3.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, lay can, port of loading and discharge etc. to the Indian National Shipowner's Association ( hereinafter referred to as INSA ) and to the D.G. Shipping at least three working days prior to lay up. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the lay up

3.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offers they wish to make giving details of a suitable Indian Flag Vessel Charter hire etc., informing INSA that the offer has been made giving the details thereof except the price offer and endorsing copies of the offer made to the D.G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, INSA shall in response to the enquiry of the applicant inform D.G. Shipping the offers made by its Member companies and endorse a

copy of the same to the applicant company immediately within one day in respect of all vessels.

3.3 The procedure specified in the Guidelines (Paragraphs 2.1 – 2.2) also applies to all applications for permission for spot requirements for coasting trade and time or voyage charter of foreign flag vessels where no tender process has been followed for coasting trade. The Applicant shall however refer the enquiry to the Indian Coastal Conference (hereinafter referred to as ICC) as well as to INSA. The ICC shall also follow the same procedure as INSA as specified earlier in Paragraphs 2.1 to 2.2. However, Paragraphs 3.1 to 3.2 shall apply to all requirements in the Offshore Support Services and / or Port / Terminal Support Services where no tender process is followed.

#### 4. Chartering of Vessel done through Tender Process for all types of Requirements.

4.1 Unless the Indian vessel becomes successful in the evaluation of the technical bid, it will not of course be eligible for any consideration and support under the provisions of Section 407 of the M.S. Act, 1958.

4.2 Whenever charter of vessel is undertaken through a tender process, open, closed or global tender, or any other process of tender, the provisions of these guidelines are required to be incorporated. Whether the guidelines have been incorporated in any tenderer not, the said guidelines would be deemed to have been incorporated as a part of the tender documents.

4.3 Every tender process would provide scope for Indian Citizen / Companies / Cooperative Societies having Indian Flag Vessels to participate in the said tender. Where the said Indian Citizen / Companies / Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958. In the said tender process, the right of first refusal will remain with the Indian Vessel Owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels. "right of first refusal" is a right which accrues to a bidder in a tendering process – who offers an Indian flag vessel and whose rate through not being the lowest – to be awarded the tender, subject to his matching of the lowest rate offered by a bidder who offers a foreign-flag vessel. This right is conferred based upon the practices of the industry, and the deliberate intention of the Central Government towards encouragement and development of the India shipping industry.

4.4 Right of refusal will be applicable to:

a) A vessel which has been offered by an Indian bidder, and which remains under foreign flag on the date of the price bid opening, would be treated as a foreign-flag vessel for the purpose of bid evaluation. Accordingly, the lowest Indian-flag vessel would be granted the right of first refusal against the foreign-flag vessel including the foreign flag vessel (s) which are offered with an undertaking to convert to Indian flag prior to commencement of operations.

b) Above the lowest tender with a foreign-flag vessel, where there are more than one Indian tenderer offering Indian flag vessel (s), then the first right of first refusal will be given to the lowest among such Indian tenderers, and on his failure to match the lowest tender, the next higher Indian tenderer will be given the offer and so on.

c) The offer of any foreign flag vessel by an Indian bidder with an undertaking to convert it to Indian flag prior to commencement of operations but later than the price bid opening can be considered only when and if the Indian bidder/s offering Indian-flag vessel/s have



failed to match the lowest price offered by the foreign-flag vessel. Indian such event the tender awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder will convert the vessel to Indian flag before commencement of operations.

d) Similarly, an Indian bidder who offers an Indian flag vessel (s) for a particular tender will not be granted licence by D.G. Shipping to charter a foreign flag vessel (s) for the same work either at the commencement of charter or at any time during the tenure of the charter. The Indian bidder will not be allowed to substitute the Indian flag vessel(s) with a vessel that was being constructed, contracted or flying a foreign flag at the time of bidding but was to be converted to Indian flag prior to commencement of operations, but later than the elsewhere hoping to replace it with a foreign-flag vessel, irrespective of whether tender process was followed or not. Such a request to grant license for a foreignflagvessel will not be granted by D.G. shipping to replace an Indian-flag vessel.

e) In short, both in (c) and (d), equity will be maintained to ensure a balance between both the objectives of encouraging the existing Indian-flag vessel on the one hand and of encouraging the acquisition of new Indian tonnage, but with a slight tilt in favour of existing Indian-flag vessels since the investment here has already been made.

4.5 The party which offers the Indian flag vessel, should meet the commercial requirement by matching the lowest composite effective price and there shall be no price preference in favour of the Indian flag vessel. If any expenditure incurred by the Indian vessel-owner is being borne by the charterer for the foreign-flag vessel that shall be suitably added to the price while comparing the costs. On such calculation if the Indian vessel is offered at the same price as foreign vessel the licence under Section 406 and /or 407 will not be granted for the said foreign-flag vessel. Composite Effective Price is the derived figure from the various price inputs submitted by a bidder / participant in a tender process, wherein all the costs /input are summarized. While working out such Composite Effective Price, inputs such as daily hire / daily rate, mob / demo charges, call out rates and conversion charges etc. are taken into account.

5. Amendment to Licence already granted:

5.1 Amendment to licence will be governed by the following provisions :

(a) Not more than twice will amendments be allowed in respect of the same licence.

(b) If an amendment seeks variations in more than three parameters, it will be treated as a fresh case.

(c) Any variation on lay can exceeding one week on either side will be treated as a fresh case.

(d) The fees once paid will not be automatically refunded or adjusted again any fresh application. Separate and adequate justification for refund or adjustment will have to be advanced before the D.G. Shipping and be accepted by him.

(e) A fresh case would mean that the application has follow the procedure from the beginning once again.

6. Penalty for deviations:

6.1 If INSA or any of the Shipping Companies brings to the notice of D.G. Shipping that a charterer concerned as he may consider necessary to prevent recurrence of such events.

6.2 If there is a doubt that technical specifications of the vessel given in the tender advertisement were drawn up with the deliberate intention of avoiding Indian-flag vessel the matter may be referred to the D.G. Shipping for decision as to whether the Indian vessel with minor difference in specifications should be chartered, and not the foreign

flag vessel. As far as practicable, this decision will be taken after discussion with the concerned parties.

6.3 If past payment due on charter of Indian-flag ships is not cleared in time, the D.G. Shipping may decide that no further licence is granted to applicants who are in such arrears.

7. Non-INSA / ICC Members:

For non-INSA / ICC Member, a copy of the enquiry shall as has been the prevailing practice, be displayed on the notice board of the officer of the D.G. Shipping within the relevant time stipulated.

8. Exceptions in public interest.:

To expedite national project-implementation to increase Indian tonnage, to encourage development- of Indian hub-port and sea-trade routes, both new or existing and to tackle an emergency or overcome a crisis, the D.G. Shipping retains the right to take action as deemed fit, overriding any of the guidelines laid down hereinabove.

Sd/-

(D.T. Joseph)

Director General of Shipping &  
Secretary to Government of India

Dated 08 November, 2002

## SEVENTH SCHEDULE (2)

### **E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

#### 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.AjitRaizada,( 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  
OFFICER  
Deptt./MINISTRY/PSU

Name of the Officer: CHIEF EXECUTIVE

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

**SEVENTH SCHEDULE (3)**

(Letter to furnished on Bidder's Letterhead)

**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 (Litigation /Cases)	
3.	No changes have been made in the downloaded tender document	

Bidder's Name, Sign and Seal  
Place:

Date:

## SEVENTH SCHEDULE (4)

### TECHNICAL SPECIFICATION OF THE OFFERED TUG. (TUG NAME)

1. Gross Tonnage :
2. Net Tonnage :
3. Static Bollard pull (min.) :  
In the ahead Direction at 100% MCR (please attach certificate from a classification society approved by DG Shipping)
4. Year of Build :  
(copy of VRC, initial VRC if any & Builders certificate to be attached.:
5. L.O.A. :
6. Beam :
7. Depth :
8. Draft :
9. Main Propulsion Engine (Details) :
10. Propulsion and steering (Details) :
11. Flag / Nationality :
12. Auxiliaries :
13. Speed :
14. Fuel Capacity (max.) : \_\_\_\_\_ K.L.
15. Fresh Water capacity (max.) : \_\_\_\_\_ K.L.
16. Towing arrangement :
17. Communication :
18. Navigation Equipment (Marine Radar, Echo Sounder, Search Light)
19. Manning (As per requirement of statutory authority):
20. Towing lines (Suitable for towing, All towing lines :  
will be unfrayed condition with adequate strength.  
All towing lines to be supplied by Contractor and should be tested and certified)
21. Specific Fuel consumption of ME & AE : gms/kw-hr  
(Engine manufacturer certificate to be attached)
22. a) Fuel consumption at (for Port & Stbd engines)  
100 % MCR : Lts/hour  
80% MCR : Lts/hour  
50% MCR : Lts/hour  
b) Fuel consumption at (for DG set engines) : Lts/hour  
100 % MCR (Engine manufacturer Certificate to be attached)

23. Lube oil consumption : Lts/hour

24. Fresh Water consumption : Lts/hour

25. Classification of Society :

26. a) Main Engine

i) Power in KW 100% MCR :

ii) RPM :

(Engine manufacturer certificate to be attached)

b) DG set engine

i) Power in KW at 100% MCR :

ii) RPM :

(Engine manufacturer certificate to be attached)

**(SEAL)**

**SIGNATURE OF TENDERER**

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**AUTHORISED SIGNATORY**

**Date :**

**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)

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 / ConsortiumMembers with Seal)

**Note –**

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

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 members**

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.		
3.		
4.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**APPENDIX-5  
MORMUGAO PORT TRUST**

**E-TENDER FOR HIRE OF ONE NUMBER (TRACTOR/REVERSE TRACTOR OF CYCLOIDAL OR STEERABLE RUDDER PROPULSION SYSTEM INCLUSIVE OF AZIMUTH STERN DRIVE) HARBOUR TUG OF BOLLARD PULL 50 TON OR MORE AT 100% MCR FOR 07 YEARS TO MORMUGAO PORT TRUST**

**Details of Work Experience in case of JV/ Consortium Members**

	Name of the similar work executed successfully.	Period of the Work	Value of the Work order (In Indian Rupees)
Consortium Member 1			
Consortium Member 2			

**Instructions:**

3. The tenderer / each member of consortium should furnish its details in the appropriate column.
4. The description of each of the Work shall have to be provided while giving the following details:
  - (a) Location of the Work carried out
  - (b) Contact details of the concerned similar Works
    - (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

(To be submitted on Bidders Letterhead)

**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>Finanical 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. 2013-14, 2014-2015 and 2015-16 ) are enclosed along with the bid. 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. In case any bidder submitting Annual turnover in foreign currency the same should converted into Indian Rupees.
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**

## Joint Bidding Agreement

*(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)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

### 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;
- (b) Party of the Second Part shall be {the Financial Member of the Consortium ;}

**[Note: Status of the members 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 two years from the date of commencement of the contract, be held by the Parties of the First, {Second} Part whose experience and net-worth 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 organizational 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 achieved under 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:

(Signature)  
(Name)  
(Designation)  
(Address)

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

(Signature)  
(Name)  
(Designation)  
(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.

\_\_\_\_\_

**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**

On Bidder's Letterhead

**BANK DETAILS FOR ECS PAYMENT CLEARLY SPECIFIED BELOW.  
(DATA BASE FOR VENDOR CODE)**

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:  
Address:  
Sign and Seal.

Place:

Date:

FORMAT FOR 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)  
Address of the tenderer  
& Seal of the tenderer