

APPLICATION FOR PRE-QUALIFICATION

Letter of Expression of Interest
(On Applicant's Letter head)

(Date and Reference)

To

General Manager (Ship Repairs)

Goa Shipyard Limited

Vaddem,

Vasco-da-Gama

Goa - 403802

Dear Sir,

Sub:- Call for Expression of Interest for participation in partial turnkey Offloading of Ship Repair work at Goa Shipyard Limited

With reference to your request for EOI referred above, We, (name of the applicant) having examined all relevant documents and understood their contents, hereby submit our Proposal for the short listing of contractors and state that:

1. All information provided in the Proposal and in the Appendices is true and correct.
2. We shall make available to GSL any additional information it may find necessary or require to supplement or authenticate the Proposal.
3. We are not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings.
4. We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.

Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

(Name of the Applicant)

FORMAT FOR FINANCIAL CAPABILITY

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1				
2				
3				

To be signed by the Authorized Signatory of the Applicant with Name, Designation, seal and date.

Certificate from Chartered Accountant:

This is to certify that _____ (name of the Applicant) has received the payments shown above against the respective years and that the net worth is as computed.

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

FORMAT OF POWER OF ATTORNEY

Mr. / Mrs. /Ms. _____ (Name of the Person(s),
domiciled at acting as _____ (Designation and name of the
company), and whose signature is attested below, is hereby appointed as the Authorized
Representative and authorized on behalf of
_____ (Name of the company) to provide
information and respond to enquiries etc. as may be required by the Employer for the project of
_____(Project title) and is hereby further authorized to
sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____
(Name & designation)
(Insert legal capacity of person signing the power of attorney)

Dated on ----- day of -----

STRUCTURE AND ORGANIZATION

- 1. Name of Applicant :
- Address :

- Phone :
- Fax :
- Email :

Contact details of designated representative :

Registered office
Address :

- 2. Description of company detailing various activities dealt by the firm:
- 3. Legal status:
- 4. Date of establishment:
- 5. Number of years' experience:
- 6. Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant

(Signature of the Authorized Representative)
(Name and designation of the Authorized Representative)
(Name of the Applicant)
Seal of the company

INTREGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ---- day of the month of -----, 2019, between, on one hand, GOA SHIPYARD LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at Vaddem, Vasco-da-Gama, Goa - 403 802 represented by Shri B K Upadhyay, Designation GM(SR) (hereinafter called the “GSL”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s ----- represent by Shri. ----- Chief Executive Officer (hereinafter called the “FIRM”) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the GSL is seeking proposal for short-listing of sub-contractors for undertaking ship repair activities at GSL as per EOI No. dated and the FIRM is willing to offer/has offered the services and

WHEREAS the FIRM is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the GSL is a Public Sector undertaking (PSU) performing its functions on behalf of the President of India.

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 GSL to obtain the desired said stores/equipment/services 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 FIRMS 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 GSL 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 GSL

- 1.1 The GSL undertakes that no official of the GSL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the FIRM, 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 GSL will, during the pre-contract stage, treat all FIRMS alike, and will provide to all FIRMS the same information and will not provide any such information to any particular FIRM which could afford an advantage to that particular FIRM in comparison to other FIRMS.

1.3 All the officials of the GSL will report to the Chief Vigilance Officer, GSL or 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 FIRM to the GSL with full and verifiable facts and the same is prima facie found to be correct by the GSL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the GSL 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 GSL the proceedings under the contract would not be stalled.

Commitments of FIRMS

3. The FIRM 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 FIRM will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the GSL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The FIRM further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the GSL 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 GSL for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the GSL.

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

3.4 FIRMS 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 FIRM further confirms and declares to the GSL that the FIRM is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the GSL or any of its functionaries, whether officially or unofficially to the award of the contract to the FIRM, 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 FIRM, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the GSL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.7 The FIRM 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 FIRM will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The FIRM shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the GSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The FIRM also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The FIRM commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The FIRM shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the FIRM or any employee of the FIRM or any person acting on behalf of the FIRM, either directly or indirectly, is a relative of any of the officers of the GSL, or alternatively, if any relative of an officer of the GSL has financial interest/stake in the FIRM's firm, the same shall be disclosed by the FIRM 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 FIRM shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the GSL.

4. Previous Transgression

- 4.1 The FIRM 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 FIRMs exclusion from the tender process.

- 4.2 The FIRM agrees that if it makes incorrect statement on this subject, FIRM 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 FIRM shall comply to the requirement of Earnest Money/Security Deposit as will be specified in the tendering process with the GSL through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of GOA SHIPYARD LIMITED
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the GSL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the GSL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the tendering document).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of..... or the complete conclusion of the contractual obligations to the complete satisfaction of both the FIRM and the GSL, including warranty period, whichever is later.
- 5.3 In case of the successful FIRM 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 GSL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the GSL to the FIRM 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 FIRM or any one employed by it or acting on its behalf (whether with or without the knowledge of the FIRM) shall entitle the GSL 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 FIRM. However, the proceedings with the other FIRM(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 GSL and the GSL shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the FIRM.
 - (iv) To recover all sums already paid by the GSL, and in case of an Indian FIRM with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of FIRM from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the FIRM from the GSL 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 FIRM, in order to recover the payments, already made by the GSL, along with interest.
 - (vi) To cancel all or any other Contracts with the FIRM. The FIRM shall be liable to pay compensation for any loss or damage to the GSL resulting from such cancellation/rescission and the GSL shall be entitled to deduct the amount so payable from the money(s) due to the FIRM.
 - (vii) To debar the FIRM from participating in future bidding processes of **Goa Shipyard Limited** for a minimum period of five years, which may be further extended at the discretion of the GSL.
 - (viii) To recover all sums paid in violation of this Pact by FIRM(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the GSL with the FIRM, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the GSL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The GSL 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 FIRM or any one employed by it or acting on its behalf (whether with or without the knowledge of the FIRM), 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 GSL to the effect that a breach of the provisions of this Pact has been committed by the FIRM shall be final and conclusive on the FIRM. However, the FIRM can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The FIRM undertakes that it has not supplied/ is not supplying similar product/systems or subsystems / services at a price lower than that offered in the bidding process in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems / services was supplied by the FIRM 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 FIRM to the GSL, if the contract has already been concluded.

8. **Independent Monitor**

8.1 The GSL has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

i) V. Adm (Retd) S.K. Damle,
PVSM, AVSM, NM, VSM IN (Retd.)
'Kinara', 307 – K. Airport Road,
Chicalim – Goa

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/procurement, 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 Chairman & Managing Director (CMD) of the GSL.

- 8.6 The FIRM(s) accept that the Monitor has the right to access without restriction to all Project documentation of the GSL including that provided by the FIRM. The FIRM 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 FIRM/ Subcontractor(s) with confidentiality.
- 8.7 The GSL 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 CMD within 8 to 10 weeks from the date of reference or intimation to him by the GSL / FIRM 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 GSL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the FIRM and the FIRM 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 courts jurisdiction is only at Goa.

11 Other Legal Actions

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

12 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto the complete execution of the contract to the satisfaction of both the GSL and the FIRM, including warranty period, whichever is later. In case FIRM 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.

13 The parties hereby sign this Integrity Pact at ----- on -----

GSL

FIRM

CHIEF EXECUTIVE OFFICER/ AUTHORISED

GOA SHIPYARD LIMITED

REPRESENTATIVE/ATTORNEY HOLDER

Signature-----

Name-----

Title:-----

Witness

Witness

1. _____

1. _____

2. _____

2. _____

**Format for Questionnaire for meeting on
clarification of doubts on EOI.**

Sl. No.	Reference Clause	Page No.	Description	Tenderer Suggestion / Query	GSL Reply
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature & Seal