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Disclaimer

The information contained in this Request for Qualification document (the 'RFQ') or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the PPP Cell, Government of Goa or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided. This RFQ is not an agreement and is neither an offer nor invitation by the PPP Cell, Government of Goa to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the "Application"). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the PPP Cell, Government of Goa in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the PPP Cell, Government of Goa, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The PPP Cell, Government of Goa accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The PPP Cell, Government of Goa, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption,

statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The PPP Cell, Government of Goa also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

The PPP Cell, Government of Goa may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the PPP Cell, Government of Goa is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the PPP Cell, Government of Goa reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PPP Cell, Government of Goa or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the PPP Cell, Government of Goa shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Glossary

Applicant(s)	As defined in Clause 1.1.2
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.3.4
Bids	As defined in Clause 1.2.6
Bid Security	As Defined in Clause 1.2.7
Bidders	As Defined in Clause 1.1.2
Bidding Documents	As Defined in Clause 2.7.3
Bidding Process	As Defined in Clause 1.2
Bid Stage	As Defined in Clause 1.2.2
BOOT	Build, Own Operate and Transfer
BOT	Build, Operate and Transfer
Concessionaire	As Defined in Clause 1.1.2
Concession Agreement	As Defined in Clause 1.1.5
Conflict of Interest	As Defined in Clause 9.3.6
Joint Venture	As Defined in Clause 2.2.1
DBFOMT	Design, Built, Finance, Operate, Maintain & Transfer
Eligible Projects	As Defined in Clause 3.2.3 & 3.2.4
Estimated Project Cost	As Defined in Clause 1.1.8
Financial Capacity	As Defined in Clause 2.2.4.2
Government	Client organization
Jt. Bidding Agreement	As Defined in Clause 2.2.5.8
LOA	Letter of Award
Member	Member of Joint Venture
Net Worth	As Defined in Clause 2.2.4.2
PPP	Public Private Partnership
Project	As Defined in Clause 1
Qualification	As Defined in Clause 2.2
Qualification Stage	As Defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As Defined in Clause 1.2.2
RFQ & Request for Qualification	As defined in Clause 1.1.2
SPV or Special Purpose Vehicle	As Defined in Clause 2.2.5.8
Technical Capacity	As Defined in Clause 3.2

1. **INTRODUCTION**

1.1 **BACKGROUND**

1.1.1 Goa has a coastline of almost 105 kms. It has 5 minor ports on the coastline. (A major port, Marmugoa Port Trust that does not come under Goa State Government control and therefore, it is excluded from this project). Panjim is the only developed non major port, generating revenues for the State. On an average around 230 large ships (bulk carriers) involved in International trade call at Panaji Port annually. The other 4 non major ports are being developed soon. Goa's main rivers are the Mandovi, Zuari, Terekhol, Chapora, Sal and Talpona providing a navigable distance of 253 kms. The Zuari and the Mandovi are the lifelines of Goa catering to Passenger Ferries, Iron Ore exports, Tourist pleasure crafts, Casinos, Yachts, and other Sports crafts. Besides there are about 2500 motorized fishing vessels operating in the waters of Goa. Also the long stretches of beautiful beaches along the entire coast of Goa attracts thousands of tourists from around the globe. Of late the phenomena of tar balls (causing by Oil pollution at Sea) appearing on the beaches causing immense damage to the beaches and subsequent loss to the tourism industry has been widely publicized. Looking at the above scenario it is very important that there is a mechanism in place which will ensure that the safety, security, surveillance & environmental protection of the coastline, ports, important establishments along the coast and rivers of Goa.

1.1.2 Keeping above requirement in mind, the PPP Cell on behalf of Government of Goa intends to install Vessel Traffic and Port Management System (VTPMS) in the State of Goa, on Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) basis, and has decided to carry out the procurement process for selection of a private entity as a Concessionaire to whom the Project may be awarded. The PPP Cell, Government of Goa intends to pre-qualify and short-list suitable Applicants (Bidders) through Request for Qualification (RFQ) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein. The Applicant may be a single entity or joint venture/consortium with not more than two members. Clause 2.2.1 may also be referred.

1.1.3 The VTPMS should cover the entire coastline of Goa state using sensors like Radar, Automatic Identification System (AIS), Metrological & Hydrological Sensors, Day &

Night Vision Cameras, etc. with at least six (6) Radar system (may undergo change if needed). The data of all the sensors should be brought to the Master Control Station through a dedicated Microwave Link. The Master Control Station should monitor and provide all types of VTS services like Information Service (IS), Navigational Assistance Service (NAS) and Traffic Organizational Service (TOS) on the entire coastline of Goa state. The Master Control Station should be able to communicate on VHF with all the vessels plying within VTS area. An operating console must be provided to Captain of Ports and Coast Guard for surveillance purpose. The VTPMS system should be able to monitor and track the spilled oil within the VTS area, through Radar/Satellite Approved Radar (SAR). The technology is only indicative in nature. The PPP Cell desires to adopt and use latest technology available in the area.

- 1.1.4 The scope of work will broadly include the final design, construction, financing, operation and maintenance and thereafter Transfer of Vessel Traffic and Port Management System after the completion of concession period.
- 1.1.5 The selected Bidder, (Concessionaire) shall be responsible for Final Design, Construction, Financing, Operation and Maintenance of the Project under and in accordance with the provisions of the Concession Agreement. The period of concession shall not be more than 35 years.
- 1.1.6 During contract period, the Concessionaire will be allowed to collect the VTS fees from the vessels/ships as per Concession Agreement and notified by the Government of Goa.
- 1.1.7 The Concessionaire will have to share the revenue from VTS Fees collected under this project with the Government of Goa as per the Concession Agreement.
- 1.1.8 Indicative capital cost of the Project (the "Estimated Project Cost") will be Rs. 80 crore. The assessment of actual costs, however, will have to be made by the Bidders at its' own expense.
- 1.1.9 The PPP Cell, Government of Goa shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the PPP Cell, Government of Goa and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.4 for submission of Applications (the "Application Due Date").

1.2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1 The PPP Cell, Government of Goa shall adopt a two-stage process for selection of the bidder for award of the Project. The first stage (Qualification Stage) of the process involves qualification of prospective bidders who makes an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the single Entity or the Joint Venture). The Applicant shall pay to the PPP Cell, Government of Goa a sum of Rs. 1,00,000/- (Rupees One Lakh only) as Processing Fee for RFQ application, in the form of DD from any Nationalized Bank in favour of Director (PPP) along with the Bid Document. The interested bidders are also required to submit an Earnest Money Deposit (EMD) of Rs. 100 lakh (Rupees One Hundred lakh only) in form of Irrevocable Bank Guarantee from any Nationalized Bank, valid for the period of 90 days, alongwith the application.
- 1.2.2 At the end of this stage, the PPP Cell, Government of Goa shall shortlist eligible bidders who shall be eligible for participation in the second stage of the Bidding Process (Bid Stage) comprising Request for Proposals (RFP).
- 1.2.3 The Irrevocable Bank Guarantee submitted as EMD will be forfeited in case the applicants who provide misleading or wrong information in their application.
- 1.2.4 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants who are pre-qualified and short-listed by the PPP Cell, Government of Goa shall be invited to submit their Bids for the Project at the RFP stage. The Applicants are, advised to visit the sites and familiarize themselves with the Project details.
- 1.2.5 The EMD of disqualified bidders will be returned back once the RFQ stage is completed.
- 1.2.6 In the RFP Stage, the Bidders will be called upon to submit their Technical & Financial Bids in accordance with the RFP. The Bid shall be valid for a period of not less than 120 days from the date for its submission.

- 1.2.7 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security in the form of irrevocable Bank Guarantee, from any Nationalised Bank, of Rs. 1 crore as Bid Security, valid for a period of 120 days from the Application due date. The Bid Security of unsuccessful bidders will be refunded no later than 120 days from the Application due date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Security Deposit/ Performance Guarantee under the Concession Agreement. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.
- 1.2.8 At the Bid Stage, the Bidders must examine the Project in greater detail, and carry out, at their own cost, such studies as may be required for submitting their Bids for award of the concession.
- 1.2.9 Bids will be invited for the Project on the basis of Design, Build, Finance, Operate & Maintain and Transfer basis. The share of highest percentage of revenue shall constitute the sole criteria for evaluation of the Financial Bids. The Concessionaire shall be entitled to levy a fee/charge on vessels/ships calling on Ports of Goa.
- 1.2.10 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.2.12 below. The envelopes/ communications shall clearly bear the following identification/ title: **"Queries/Request for Additional Information: RFQ for " Vessel Traffic and Port Management System (VTPMS) in the State of Goa."**

1.3 SCHEDULE OF BIDDING PROCESS

The PPP Cell, Government of Goa shall endeavor to adhere to the following schedule:

- 1.3.1 Last date for receiving queries 25TH August 2013
- 1.3.2 Clarification of the pre-bid queries by 28th August 2013
- 1.3.3 Application Due date 20th September 2013
- 1.3.4 The place of opening the bids is the Conference Hall, 2nd Floor, Secretariat, Porvorim – Goa.
- 1.3.5 Announcement of short-listed applicants will be within in 40 days from date of publication of this RFQ.

2 **INSTRUCTIONS TO APPLICANTS**

2.1 **Scope of Application**

2.1.1 The PPP Cell, Government of Goa wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.

2.1.2 Short-listed Applicants may be subsequently invited to submit the RFP for the Project.

2.2 **Eligibility of Applicants**

For determining the Eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

2.2.1 The Applicant may be a Public or Private Limited Company of Indian origin and registered with the Register of Company as per the Indian Companies Act 1956. In case, the applicant is a joint venture of Indian companies, a joint agreement alongwith their respective registration proof has to be submitted alongwith the application. In case the applicant is a joint venture of Indian company and a Foreign Company, than both should be registered in their respective countries as per their countries company registration laws. However, no applicant applying as a member of a joint venture Company or any other Public/Private Company, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both Public/Private Limited Company and a Joint Venture Company.

2.2.2 The paid-up share capital of Public/Private Company applying independently, must be minimum Rs. 20 Crores whereas in case of Joint Venture Company the paid-up share capital of it must be minimum 40 Crores.

2.2.3 An Applicant shall not have a conflict of interest that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest and liable for disqualification if any legal, financial or technical adviser of the PPP Cell and Captain of Ports, Government of Goa in relation to the Project is engaged by the Applicant, or its Member thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this

disqualification shall not apply where such adviser was engaged by the Applicant, or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.4 To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

2.2.4.1 **Technical Capacity:** For demonstrating technical capacity, the Applicant should have developed VTPMS project of the following magnitude. Similarly, it must have operational and maintenance experience of the VTPMS Project as specified below:

Category I : Project Development:

- (i) Three (3) satisfactorily completed VTPMS works, each not costing less than the amount equal to Rs. 10 crore, or
- (ii) Two (2) satisfactorily completed VTPMS works, each not costing less than the amount equal to Rs. 25 crore , or
- (iii) One (1) satisfactorily completed VTPMS work and the same not costing less than the amount equal to Rs. 50 crore, and
- (iv) Collected and appropriated revenues from eligible projects as specified in (i), (ii) and (iii) above.

Satisfactorily completed work means Design, Build, Install, and Commission of VTPMS project on BOT, BOOT basis.

Category II : Operational Experience: The Applicant must have a minimum experience of five (5) years of successful VTPMS operation and maintenance (The VTPMS should have at least 3 radar stations connected through microwave network. For operation of VTPMS, the Applicant should have operated VTPMS by employing International Association of Light House Authorities (IALA) Certified V-103 Operators).

2.2.4.2 **Financial Capacity:** The Applicant (in case of a single entity) shall have a minimum Net Worth of Rs. 25 Crore at the close of the preceding

financial year. In case of a Joint Venture, the combined net worth of the Members shall be Rs.50 Crore. In case of joint venture of an Indian and Foreign company, the Indian company shall hold the majority stake i.e., an equity holding of 51% and more.

2.2.5 Documents to be Annexed: The Applicants shall enclose the following certificates and documents along with Annexures given with this RFQ. In case of Joint Venture Companies, the documents and certificates should be of all Joint Venture Partners.

2.2.5.1 Self certified copy of Order or Letter of Intention or Contract related to VTPMS Project executed within last five 5 years, showing the cost of project. The Applicant should submit a certified copy of Chartered Accountant specifying the cost of the project, along with Order or Letter of Intention or Contract.

2.2.5.2 Certificate(s) from its concerned client(s) stating that the project was commissioned satisfactorily and operated and maintained satisfactorily, in respect of the projects specified in Clause no. 2.2.4.1 above.

2.2.5.3 Certificate/(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year.

2.2.5.4 Certificate/(s) from its company secretary specifying the paid up share capital of the company as on date.

2.2.5.5 Self certified Memorandum of Associations and Article of Association which must include the company's registration certificate.

2.2.5.6 Self certified copy of last 3 years Balance Sheet, along with Income Tax Return.

2.2.5.7 A Power of Attorney as per the format at Appendix, authorising the signatory of the application.

2.2.5.8 If the Applicant is applying in a Joint Venture, then the Lead Partner of a Joint Venture has to submit along with this application, a binding Joint Bidding Agreement, substantially in the form specified at Appendix, for the purpose of making an Application and submitting a Bid. In case of successful bidder at the RFP stage, the applicant will form a "Special

Purpose Vehicle” (SPV), incorporated under the Indian Companies Act, 1956, to execute the Concession Agreement and implement the Project.

2.2.5.9 In case of Joint Venture Agreement, the partners shall provide an undertaking conveying their intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFQ. And same SPV will enter into the Concession Agreement and perform one and all the obligations of the Concessionaire in terms of the Concession Agreement.

2.2.5.10 In case of Joint Venture Agreement, the partners will clearly outline their proposed roles and responsibilities and submit their joint bid agreement.

2.2.5.11 In case of Joint Venture Agreement, the partners should commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe not less than 26% paid up Share Capital in case of Joint Venture Company being formed with all Indian Partners. In case, the Joint Venture is between an Indian and foreign Partner(s), the Indian partner must hold the majority share viz., 51% or more and the foreign partner/(s) must not subscribe and hold more than 49% Equity Stake in the SPV and shall further commit that such members shall, for a period of seven (7) years from the date of commercial operation of the Project, will not change the equity share holding pattern.

2.2.5.12 For reasons of National Security, the Applicant should provide an undertaking that in case of foreign partner/(s), the share holding will never exceed 49%. This undertaking should be signed by both Indian and Foreign partner/(s).

2.2.5.13 Submit an undertaking to the effect that the members of the Applicant firm shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project, in accordance with the Concession Agreement.

2.3 The following Applicants will not be eligible:

- 2.3.1 Any entity which has been barred by the Central/State Government, or any entity controlled by it from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as the member of an applicant firm.
- 2.3.2 An Applicant including any member of the joint venture should, in the last 3 (three) years, 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 Applicant, 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 Applicant, member/(s).
- 2.3.3 Those Applicant(s) who do not meet the Technical & Financial requirements as per Eligibility criteria as per Clauses 2.2.4.1 & 2.2.4.2, will be summarily rejected.

2.4 GENERAL INFORMATION

2.4.1 Number of Applications and costs thereof:

- 2.4.1.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a joint venture shall not be entitled to submit another application either individually or as a member of any other joint venture, as the case may be.
- 2.4.1.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The PPP Cell, Government of Goa will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 SITE VISIT AND VERIFICATION OF INFORMATION:

2.5.1 Applicants are encouraged to submit their respective Applications after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 ACKNOWLEDGEMENT BY APPLICANT:

It shall be deemed that by submitting the Application, the Applicant has:

- 2.6.1 made a complete and careful examination of the RFQ;
- 2.6.2 received all relevant information from the PPP Cell, Government of Goa;
- 2.6.3 accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the PPP Cell, Government of Goa relating to any of the matters referred to in Clause 2.6 above; and
- 2.6.4 agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.5 The PPP Cell, Government of Goa shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data provided.

2.7 RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS/BIDS:

- 2.7.1 Notwithstanding anything contained in this RFQ, the PPP Cell, Government of Goa reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/Bids, at any time without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the PPP Cell, Government of Goa rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.7.2 The PPP Cell, Government of Goa reserves the right to reject any Application and/or Bid if at any time, a material misrepresentation is made or uncovered, or

the Applicant does not provide within the time specified by the PPP Cell, the supplementary information sought by it, for the purpose of evaluation of the Application. If such disqualification/ rejection occurs after the Bids have been opened then the PPP Cell, Government of Goa reserves the right to:

2.7.2.1 invite the remaining Bidders to match the Bidder/ submit their Bids in accordance with the RFP; or

2.7.2.2 take any such measure as may be deemed fit in the sole discretion of the PPP Cell, Government of Goa including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession awarded by the PPP Cell, Government of Goa that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Acceptance (LOA) or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the PPP Cell, Government of Goa to the Applicant, without the PPP Cell, Government of Goa being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the PPP Cell, Government of Goa may have under this RFQ and such other documents provided by PPP Cell (collectively called as the Bidding Documents), the Concession Agreement or under applicable law. The Security Deposit in such case will be forfeited.

2.7.4 The PPP Cell, Government of Goa reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the PPP Cell, Government

of Goa shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the PPP Cell, Government of Goa thereunder.

2.8 QUERIES OF THE APPLICANT

2.8.1 Applicants requiring any clarification on the RFQ may notify the PPP Cell, Government of Goa in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The responses will be sent by fax and/or e-mail. The PPP Cell, Government of Goa will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

2.8.2 The PPP Cell, Government of Goa shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the PPP Cell, Government of Goa reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the PPP Cell, Government of Goa to respond to any question or to provide any clarification.

2.8.3 The PPP Cell, Government of Goa may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by it shall be deemed to be part of the RFQ. Verbal clarifications and information given by PPP Cell, Government of Goa or its employees or representatives shall not in any way or manner be binding on the PPP Cell, Government of Goa.

2.9 AMENDMENT OF THE RFQ

2.9.1 At any time prior to the deadline for submission of Application, the PPP Cell, Government of Goa may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.9.2 Any Addendum thus issued will be sent in writing to all those who have paid the RFQ processing fee prescribed under this RFQ.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the PPP Cell, Government of Goa may, in its sole discretion, extend the last date of submission as mentioned in Clause 1.3.

2.10 LANGUAGE

2.9.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.10 FORMAT AND SIGNING OF APPLICATION

2.11.1 The Applicant shall provide all the information sought under this RFQ. The PPP Cell, Government of Goa will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and/or conditional Applications shall be liable to rejection.

2.11.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of this application along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide a soft copy in PDF Version on Compact Disc (CD)/Pen Drive. In the event of any discrepancy between the original and the copy, the original shall prevail.

2.11.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing

the Application. The Application shall invariably, contain page numbers and shall be bound together in hard cover.

2.12 SEALING AND MARKING OF APPLICATIONS

2.12.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.2.5, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall be addressed and sent as per Clause 2.11.2.12.

2.12.2 Each envelope shall contain:

- 2.12.2.1 Application in the prescribed format (Appendix I) along with Annexes and supporting documents;
- 2.12.2.2 Power of Attorney for signing the Application as per the format at Appendix-II;
- 2.12.2.3 copy of the Jt. Bidding Agreement, in case of a Joint venture, substantially in the format at Appendix-IV;
- 2.12.2.4 copy of Memorandum and Articles of Association.
- 2.12.2.5 copies of Applicant's duly audited balance sheet and profit and loss account for the preceding three years;
- 2.12.2.6 Processing fee Rs. 1,00,000/- in the form of DD in favor of PPP Cell, Government of Goa From any nationalized bank.
- 2.12.2.7 Earnest Money Deposit of Rs. 100 lacs in the form of Bank Guarantee in favor of PPP Cell, Government of Goa from any nationalized bank.
- 2.12.2.8 Copies of work order of similar eligible projects along with job commissioning certificate during the last 5 (five) years to be submitted.
- 2.12.2.9 Documents supporting company's experience in Operation and Maintenance.

2.12.2.10 Detailed company profile indicating specific competencies along with catalogues.

2.12.2.11 Each of the envelopes shall clearly bear the following identification:

"Request For Qualification: Installation of Vessel Traffic and Port Management System in the State of Goa" and shall clearly indicate the name and address of the Applicant. In addition, the last date of submission should be indicated on the right hand corner of each of the envelopes.

2.11.2.12 Each of the envelopes shall be addressed to:

**The Director,
PPP Cell,
Government of Goa,
Secretariat,
Alto - Porvorim
Goa - 403521,
Phone: 0832-2419425, Fax: 2419661**

2.11.2.13 If the envelopes are not sealed and marked as instructed above, the PPP Cell, Government of Goa assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.11.2.14 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.13 LAST DATE OF SUBMISSION

2.13.1 Applications should be submitted before 1100 hours IST on the Application Due Date, at the address provided in 2.11.2.12 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the designated official of the O/o. Director (PPP).

2.13.2 The PPP Cell, Government of Goa may, in its sole discretion, extend the last date of submission by issuing an Addendum in accordance with Clause 2.8 uniformly for all Applicants.

2.14 LATE APPLICATIONS

2.14.1 Applications received by the PPP Cell, Government of Goa after the specified time and date of submission shall not be eligible for consideration and shall be summarily rejected.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.4.1 & 2.2.4.2 above shall qualify for evaluation under Section 3. Applications of Applicants who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity.

3.2 Technical Capacity for evaluation

3.2.1 Subject to the provisions of Clauses 2.2.4.1 & 2.2.4.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the **"Eligible Experience"**) in relation to eligible projects as stipulated in Clauses 2.2.4.1 & 2.2.4.2 (the **"Eligible Projects"**):

Category 1: Development experience on Eligible Projects on 'Vessel Traffic and Port Management System' in India or abroad;

Category 2: Project experience of operating Eligible Projects on 'Vessel Traffic and Port Management System' that qualify under Clauses 2.2.4.1 & 2.2.4.2.

For the purpose of this RFQ:

"Development Experience" shall mean undertaking overall responsibility for design, engineering, financing, risk management and construction of the project; and

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under Category 1, it shall have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be.

3.2.4 For a project to qualify as an Eligible Project under Category 2, it should have operated and maintained VTPMS for atleast 3 (three) years during the period commencing from 1 January, 2005 (“**Eligible Operation Period**”).

3.2.5 **Evaluation Marks for Project Development – (100 Marks)**

(1) Category 1 : Eligible Projects

Projects	Marks
3 Projects- each project costing Rupees ≥ 10 crore but < 25 crore	40
2 Projects- each project costing Rupees ≥ 25 crore but < 50 crore	40
1 Project costing Rupees ≥ 50 crore	40

(2) No. of Radars in Eligible Projects

Number of Radars	Marks
3	5
>3 and ≤ 5	7
>5	10

(3) Financial Net Worth

Financial Capacity	Net Worth
Single Entity	25 Cr.
Joint Venture	50 Cr.

(4) Category 2: Operation & Maintenance Experience

Projects	Marks
2 Project	15
4 Project	30
6 Project	40

(5) Trained Staff

IALA Trained Staff	Marks
Yes	10
No	0

The Applicant for the purpose of being eligible for the RFP Stage must score minimum 70%. In case the number of eligible applicants is not sufficient, the PPP Cell, Government of Goa has the right to pre-qualify more applicants by lowering the qualifying marks to 60%.

4. OPENING AND EVALUATION OF APPLICATIONS

4.1 The PPP Cell, Government of Goa shall open the Applications at 11.30 hours IST on the last date of submission, at the place specified in Clause 1.3.5 and in the presence of the Applicants who choose to attend.

- 4.2 Applications for which a notice of withdrawal has been submitted shall not be opened.
- 4.3 The PPP Cell, Government of Goa will subsequently examine and evaluate Applications in accordance with the provisions set out in Clause 2.
- 4.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the PPP Cell, Government of Goa. Applicants will be deemed to have understood and agreed to the same and further that the PPP Cell, Government of Goa is not bound to provide any explanation. The PPP Cell, Government of Goa reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
- 4.5 Any information contained in the Application shall not in any way be construed as binding on the PPP Cell, Government of Goa and its successors, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 4.6 The PPP Cell, Government of Goa reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 4.7 If any information furnished by the Applicant is found to be incomplete or contained in formats other than those specified herein, the PPP Cell, Government of Goa may, in its sole discretion, accept or exclude the relevant project for considering the eligibility.
- 4.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the PPP Cell, Government of Goa as incorrect or erroneous, the PPP Cell, Government of Goa shall reject the application and forfeit the EMD. In such conditions, PPP Cell, Government of Goa will have the authority to conduct an inquiry on the Applicant and black list the Applicant.

5. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the Bidding Process. The PPP Cell, Government of Goa will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The PPP Cell, Government of Goa may not divulge any such information unless it is

directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or the PPP Cell, Government of Goa or as may be required by law or in connection with any legal process.

6. TESTS OF RESPONSIVENESS

6.1 Prior to evaluation of Applications, the PPP Cell, Government of Goa shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if it fulfills the criteria listed out in Clause 2.2.4 and such other mandatory eligibility condition specified in the RFQ.

5.2 The PPP Cell, Government of Goa reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the PPP Cell, Government of Goa in respect of such Application.

7. CLARIFICATIONS SOUGHT BY PPP CELL, GOVERNMENT OF GOA

7.1 To facilitate evaluation of Applications, the PPP Cell, Government of Goa may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the PPP Cell, Government of Goa for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

7.2 If an Applicant does not provide clarifications sought under Clause 7.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the PPP Cell, Government of Goa may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the PPP Cell, Government of Goa.

8. QUALIFICATION AND BIDDING

8.1 **Short Listing and Notification:** After the evaluation of Applications, the PPP Cell, Government of Goa would announce a list of short-listed pre-qualified Applicants (Bidders) who will be eligible for participation in the RFP Stage. At the same time, the PPP Cell, Government of Goa would notify the other Applicants that they have not

been short-listed. The PPP Cell, Government of Goa will not entertain any query or clarification from Applicants who fail to qualify.

8.2 Submission of Bids: The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents. Only pre-qualified Applicants shall be invited by the PPP Cell, Government of Goa to submit their Bids for the Project. The PPP Cell, Government of Goa is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore, advised to visit the site and familiarize themselves with the Project. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the PPP Cell, Government of Goa.

8.3 Proprietary data: All documents and other information supplied by the PPP Cell, Government of Goa or submitted by an Applicant to the PPP Cell, Government of Goa shall remain or become the property of the PPP Cell, Government of Goa. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The PPP Cell, Government of Goa will not return any Application or any information provided along therewith.

8.4 Correspondence with the Applicant: Save and except as provided in this RFQ, the PPP Cell, Government of Goa shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application

9. **FRAUD AND CORRUPT PRACTICES**

9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the PPP Cell, Government of Goa may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

9.2 Without prejudice to the rights of the PPP Cell, Government of Goa under Clause 9.1 hereinabove, if an Applicant is found by the PPP Cell, Government of Goa to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during

the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the PPP Cell, Government of Goa during a period of 2 (two) years from the date such Applicant is found by the PPP Cell, Government of Goa to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

9.3 For the purposes of this Clause 9, the following terms shall have the meaning hereinafter respectively assigned to them:

9.3.1 "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the PPP Cell, Government of Goa who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the PPP Cell, Government of Goa shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the PPP Cell, Government of Goa in relation to any matter concerning the Project;

9.3.2 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

9.3.3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

9.3.4 "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the PPP Cell, Government of Goa with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

9.3.5 "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Bidding Process.

9.3.6 "Conflict of Interest"- An Applicant shall not have a conflict of interest that affects the Bid Process. Any Applicants found to have Conflict of Interest shall be disqualified.

10. **PRE-APPLICATION CONFERENCE**

10.1 A Pre-Application conference for the benefit of the interested parties shall be convened at the designated date, time and place. Only those persons shall be allowed to participate in the pre-application conference who submit a Demand Draft of Rs. 1,00,000 (Rupees One Lakh only) to the PPP Cell atleast 30 minutes prior to the pre-application conference as cost of bid processing fee drawn in favor of PPP Cell, Government of Goa, through their representative. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. Those Applicants who do not desire to attend the pre-application conference can submit the requisite Demand Draft along with their application.

10.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration to the PPP Cell, Government of Goa and it shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

11. **MISCELLANEOUS**

11.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Panaji shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

11.2 The PPP Cell, Government of Goa in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to; suspend and/or cancel the

- Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 11.3 consult with any Applicant in order to receive clarification or further information;
- 11.4 pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
- 11.5 retain any information and/or evidence submitted to the PPP Cell, Government of Goa by, on behalf of, and/ or in relation to any Applicant; and/ or
- 11.6 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 11.7 It shall be deemed that by submitting the Application, the Applicant agrees and releases the PPP Cell, Government of Goa, its employees, advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

APPENDIX-I

(Should be printed on the Letter Head of company)

To,

Date:

**The Director,
PPP Cell,
Government of Goa,
Secretariat,
Alto - Porvorim
Goa - 403521,
Phone: 0832-2419425, Fax: 2419661**

Sub: Application for pre-qualification for development of a Vessel Traffic & Port Management System (VTPMS) in the State of Goa

Dear Sir,

1. With reference to your RFQ document dated _____ we, having examined the RFQ document and understood its contents, hereby submit our Request for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. The demand draft No. _____ dated _____ bearing the RFQ Document processing fee of Rs. 1,00,000 (Rs. One Lakh only) is attached herewith.
3. The Bank Guarantee No. _____ dated _____ of Rs. 100 lakhs (Rs. One Hundred lakhs only) from _____ Bank is attached herewith as E.M.D. as required.
4. We acknowledge that- Government will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes _____ are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
5. This statement is made for the express purpose of qualifying as a Bidder for the [final design, development, construction, licensing operation and maintenance of the aforesaid Project.
6. We shall make available to the Government any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
7. We acknowledge the right of Government to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. We certify that in the last three years, we/ any of the Members of the joint venture 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 nor have had any contract terminated by any public authority for breach on our part.

9. We declare that:
 - 9.1 We have examined and have no reservations to the RFQ document, including any Addendum issued by the Government;
 - 9.2 We do not have any conflict of interest in accordance with Clauses 9.3.6 of the RFQ document;
 - 9.3 We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with Government or any other public sector enterprise or any government, Central or State; and
 - 9.4 We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 9 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
10. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with such Clauses of this RFQ document.
11. We believe that we/our joint venture company/satisfies the Net Worth criteria and meets all the requirements as specified in the RFQ document and are qualified to submit a Bid.
12. We declare that we/any Member of the joint venture, are not a Member of a/any other company applying for pre-qualification.
13. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the joint venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
14. We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the joint venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
15. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the joint venture or against our CEO or any of our directors/managers/ employees.
16. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate- Government of the same immediately.
17. The Statement of Legal Capacity as per format provided at Annex-VI in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendices II and III respectively of the RFQ, are also enclosed.
18. We understand that the selected Bidder should be an existing Company incorporated under the Indian Companies Act, 1956,
19. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Government in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. We agree and undertake to abide by all the terms and conditions of the RFQ document.

21. We certify that in terms of the RFQ, our Networth is Rs _____ (Rupees in words).

In witness thereof, we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

(Signature, seal, name and designation of the Authorised Signatory)

ANNEXURE I
COMPANY DETAILS

(in case of Joint Venture, both companies should provide below information)
(To be printed on Letter Head)

1.	Name of the firm and full address:	
2.	Telephone No./ Telex No./Telegraphic address	
3.	Full address of Branch Offices/Depots, indicating whether their branches/Depots are registered with the local Sales Tax Authorities:	
4.	Constitution of firm.	
5.	Company Registration No. :	
6.	Year of Constitution/Incorporation:	
7.	Nature of Business registered for:	
8.	Names of other major companies/government organizations with whom registered (State nature of business for which registered and year of registration):	
9.	Name of Bankers:	
10.	PAN No. of Company (in case of Indian Company):	
11.	Sales Tax Registration No. and Date:	
12.	Total assets value:	
13.	Total working capital:	
14.	Name of Managing Director:	
15.	No. of permanent Managerial Staff (attach statement indicating Names, Positions held, Qualification, total experience, No. of years engaged in present position):	
16.	No. of permanent technical staff (Furnish full details):	

We hereby certify that the details furnished as above are true to the best of our knowledge. We further declare that our company has not been disqualified by any office/department/undertaking of Government of India or other State Governments.

Place:

Signature of Authorised Signatory
with Rubber Stamp of the company

Date:

ANNEXURE II

EXPERIENCE in VTPMS

(To be printed on Letter Head)

Sl. No.	Organization name & address. Name & contact number	Ports where the system has been installed	System Description	Project Start Date	Project End Date	Contract Amount	Whether the Operation/ Manning of VTS console is being carried out by the company with IALA certified staffs (Yes/No)	Whether the Project is/was under Maintenance (Yes/No)

Place:

Signature of Authorised Signatory
with Rubber Stamp of the company

Date:

ANNEXURE III
(To be printed on Letter Head)
FINANCIAL DATA

Sl. No.	Fields	Year 2011-2012 (INR)	Year 2010-2011 (INR)	Year 2009-2010 (INR)
	Total Assets			
	Current Assets			
	Total Liabilities			
	Current Liabilities			
	Net Worth			

Place:

Signature of Authorised Signatory
with Rubber Stamp of the company

Date:

ANNEXURE IV
(To be printed on Letter Head)

Joint Venture Information

Sl.	NAME & ADDRESS OF LEAD MEMBER COMPANY	NAME & ADDRESS OF PARTNER COMPANY	DATE OF JOINT VENTURE AGREEMENT	PURPOSE OF AGREEMENT	DATE OF JOINT VENTURE AGREEMENT NOTORIZED

Place:

Signature of Authorised Signatory
with Rubber Stamp of the company

Date:

ANNEXURE V
(To be printed on Letter Head)

SERVICE BACKUP

Sl. No.	Location of centers in India	Manpower details	Experience in similar work

Place:

Signature of Authorised Signatory
with Rubber Stamp of the company

Date:

ANNEXURE VI

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Ref. Date:

To,
**The Director,
PPP Cell,
Government of Goa,
Secretariat,
Alto - Porvorim
Goa - 403521,
Phone: 0832-2419425, Fax: 2419661**

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture satisfy the terms and conditions laid out in the RFQ document. We have agreed that (insert member's name) will act as the Lead Member of our Joint Venture.

We have agreed that Mr./Ms. (insert individual's name) will act as our representative/will act as the representative of the Joint Venture and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,
Yours faithfully,
For (Name of applicant)

(Signature, seal, name and designation of the authorised signatory)

APPENDIX-II

(To be printed on stamp paper of Rs. 100)

Power of Attorney for signing of Application

Know all men by these presents, We (name of the firm and address of the registered office) do hereby nominate, appoint and authorize Mr/Ms (name), _____son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Vessel Traffic & Port Management Project proposed or being developed by the PPP Cell, Government of Goa, for Captain of Ports including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to- Government, representing us in all matters before Government and undertakings consequent to acceptance of our bid, and generally dealing with Government in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with Government.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20 _____.

For

(Signature, name, designation and address)

Witness: 1.

2.

(Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-III

(To be printed on stamp paper of Rs. 100)

Power of Attorney for Lead Member of Joint Venture

Whereas the PPP Cell, Government of Goa, Government of Goa has invited applications from interested parties for the Vessel Traffic & Port Management System Project.

Whereas,,,and
(collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at....., M/s.....
having our registered office at....., M/shaving our registered office
office
at....., and M/s.....having our registered office at.....,
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s.....having its registered office at.....,

being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and

execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with- Government, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with- Government.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF , 20

For
(Signature)

(Name & Title)

For
(Signature)

(Name & Title)

For
(Signature)

(Name & Title)

Witness: 1

2

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.