

**SECTION - III**  
**TENDERING FORMS**

## **TENDERING FORMS**

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**FORM- 1: LETTER OF APPLICATION**

**To,  
The Chief Mechanical Engineer  
MUMBAI PORT AUTHORITY  
Nirman Bhavan,  
Mazgaon, Mumbai – 400 010.**

**Date:**

**Sir,**

TENDER No. MEED.24/2023

DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF FOAM PIPELINES AT SCB, PIRPAU.

1. Being duly authorized and represent and act on behalf of M/s. \_\_\_\_\_ hereinafter the 'Tenderer' and having fully understood Instructions to Tenderer, General Conditions of Contract, Special Conditions of Contract, Specifications & Drawings, etc. as given in the Tendering Documents and after visiting the Site, the undersigned hereby submits the Quotation / Tender Offer.
2. MbPA and its representatives are hereby authorized to conduct any enquiry or investigations to verify the statements, documents & information submitted in connection with this Tender and to seek clarifications from our bankers & Clients regarding any financial, commercial & technical aspects. This letter of application will also serve as authorization to any individual or representatives of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this Tender, or with regard to the resources, experience, and competence of the Tenderer.
3. **This application is made in the full understanding that:**
  - i. Tenders received from Tenderers will be subject to verification of all submitted information.
  - ii. MbPA reserves the right to reject or accept any Tender in full OR in part OR to cancel the tender enquiry and to reject all tenders without assigning any reason/s.
  - iii. MbPA will not be liable for any such actions and will be under no obligation to inform the Tenderer of the grounds therefor.
  - iv. If our Tender is accepted, we confirm to commence work from the date of Letter of Acceptance and to complete all works in good conditions within the completion period as stipulated in this Tender.
  - v. If our Tender is accepted, we will furnish the Performance Guarantee in the form and manner prescribed in the tender document for the due Performance of the Contract.

vi. We have independently considered the amount/rate shown as Liquidated Damages as penalty for delay in completion of works and agree that the same represent a fair estimate of the damages likely to suffer by MbPA in the event of delay in overall completion of the Work.

We agree to abide by this Tender for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by MbPA, before the expiry of the validity period as given in this Tender.

**4. The undersigned declare that the statements made & the information provided in the duly filled Forms are complete, true & correct in every details.**

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing this application]*

Name: *[insert complete name of person signing this application]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 2: DECLARATION**

To:  
**The Chief Mechanical Engineer**  
**MUMBAI PORT AUTHORITY**  
**Nirman Bhavan,**  
**Mazgaon, Mumbai – 400 010**

Date:

TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF FOAM PIPELINES AT SCB, PIRPAU

1. I/We, M/s\_\_\_\_\_have gone through the tendering document carefully and hereby confirm as under.
2. The complete tendering document i.e. First cover, Second cover sealed as described in Preparation and Submission of tenders as mentioned in the 'Instruction To Tenderers' is returned without any defacement, addition, alteration or interpolation.
3. I/We have submitted our tender with Earnest Money Deposit lodged as described in 'Instructions To Tenderers'.
4. I/We have not indicated anywhere in the first cover the amount of our price offer. I/We hereby declare that we have not put any counter condition in the Price Proposal.
5. When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
6. We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
7. We also state that no changes have been made by us in the downloaded tendering documents and also understand that in the event of any discrepancies observed, the printed tendering document is full and final for all legal/contractual obligations **(applicable only for downloaded tender)**.
8. I/We hereby declare that, all information furnished by me/us with/in this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my my/our tender shall be summarily rejected without prejudice to the right of the Employer to take further action into the matter. Apart from forfeiture of EMD/BGand blacklisting my/our firm for the next three years.

9. I/ We hereby declare that I/We shall not commence the work unless original valid Electrical Contractor's License is shown to the Chief Mechanical Engineer or his authorized representative. **[Applicable only in case of electrical works]**
10. I / We have gone through the Annexure-4 mentioning the approved makes for various items. I/We confirm that I/we have checked the market availability of various approved items and shall use one of the approved brands for the works under the contract. I / We agree to furnish the samples of the materials which are proposed to be used for the works under the contract.
11. I/We have not made any payments or illegal gratification to any person/authority connected with the tender process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
12. I/We hereby declare that I/We have not made any payment to any intermediaries (agents, etc.) in connection with the tender. If any such payments are made, I/We shall disclose the names of the intermediaries and the amount paid.
13. I/We hereby declare that I/We have not indulged in corrupt and fraudulent practices in respect of this tender.
14. I/We, hereby agree and undertake that the wages/allowances to our employees and contract workers engaged for the subject contract, shall be made through BANK ACCOUNT only and we shall ensure that the employees/contract workers have their valid bank account.
15. a) I/We hereby declare that we are registered with EPFO and ESIC. The EPFO Registration Number is ..... and ESIC Registration Number is .....
- b) I/We agree to get myself / our self-registered with EPFO and ESIC before starting the execution.
- 16. I/We hereby declare that we have not been blacklisted by any Major Port and/or any PSU and/or any Govt. Organization Body from participating in Tenders.**

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing this declaration]*

Name: *[insert complete name of person signing this declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 3: SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF TENDER**

To The Board of Mumbai Port Authority

Ref: TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF FOAM PIPELINES AT SCB, PIRPAU

Dear Sir,

We \_\_\_\_\_ do hereby confirm that

Shri \_\_\_\_\_ (Name, designation and Address) is/ are authorised to represent us to tender, negotiate and conclude the agreement on our behalf with you against tender No. \_\_\_\_\_ and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the Employer shall be deemed to have been done with us in respect of this Tender.

***[specimen signature]***

Yours faithfully,

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing the Letter of Authority]*

Name: *[insert complete name of person signing the Letter of Authority]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**(Note: It is mandatory to submit Power Of Attorney in favour of authorized person signing the tender document along with the Form No.3 failing which the offer shall be rejected.)**

**FORM – 4: FORM OF TENDER**

To:

Date:

The Chief Mechanical Engineer  
MUMBAI PORT AUTHORITY  
Nirman Bhavan,  
Mazgaon, Mumbai – 400 010

TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

I/We the undersigned declare that:

1. I/We ..... do hereby agree to execute the above work for the amount stated by me/us in the attached Bill of Quantities and signed by me/us. The amount quoted in the BOQ of Price Proposal shall remain firm during the contract completion period.
2. I/ We have examined and have no reservation to the Tendering documents, including Addenda (if any). I/We have noted all the conditions contained in the “Instructions to Tenderers”, the “General Conditions of Contract”, the “Special Conditions of Contract” and the “Scope of work, Specifications, Drawings & Annexures” and all stipulations made therein in connection with this work and agree to execute the same in accordance therein.
3. I/We have noted the completion period as assessed by MUMBAI PORT AUTHORITY and I/We shall carry out the tender work within the completion period as mentioned at clause 5 (iii) of NIT.
4. I/We have submitted EMD for an amount mentioned at 5(ii) of NIT.
5. In the event of my/our tender being accepted, I/We undertake to deposit 10% of the value of the contract as Performance Guarantee and Additional Security Deposit in a manner indicated against clause No. 34 of Instructions to Tenderers failing which the Earnest Money Deposit forwarded with the tender may be forfeited and the contract is liable to be terminated.
6. I/We have independently considered the question of the amount of loss or damage likely to result to the Employer from the delay on my/our part in the performance of the contract and I/We agree that the amount of ½ % of total contract value as liquidated damages / late delivery charges for delay per week or part thereof maximum up to 10% of total contract value represents a fair estimate of the loss/damages likely to result from the delay.
7. My/Our permanent Income Tax Account no. is .....
8. I/We undertake to enter into an agreement embodying the terms of this tender and annexed schedules, conditions of contract and specifications and until such an agreement is executed, this tender and your written acceptance thereof shall constitute a binding contract between us. [**Applicable for the tenders costing Rs.10 Lakhs and above**]
9. I/We understand that MbPA is not bound to accept the lowest evaluated Tender or any other Tender.



10. \* (a) Mine is a proprietary firm and I am the Sole Proprietor of the firm. My firm is/is not registered with the Registrar of companies.

My full name and age are as detailed below:

Name : .....

Age :..... Years.

- \*(b) Ours is a partnership firm and names of all major partners are given below.

	Name	Age
1.	_____	_____Years
2.	_____	_____Years
3.	_____	_____Years
4.	_____	_____Years
5.	_____	_____Years

We understand and confirm that if our offer is accepted the contract will be entered into with the above mentioned partners only and the Employer will not recognise or deal with any minor partners or their guardians.

- \*(c) Ours is a company with limited liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer.

(1) Proposed contract is intended to be signed by a duly constituted attorney and original power of attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

(2) The contract will be completed under the Company's Common Seal.

11. **FOR OUTSTATION FIRMS ONLY:**

We have a branch/liasion office at Mumbai with technical personnel competent to supervise the work. The name(s) of technical personnel, address and telephone No. of the branch/liasion office at Mumbai is given below: -

Name : \_\_\_\_\_

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

\_\_\_\_\_Telephone No.: \_\_\_\_\_

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing the Form of Tender]*

Name: *[insert complete name of person signing the Form of Tender]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

(\* Strike out whichever is not applicable.)

(Company seal)

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**FORM – 5: GENERAL INFORMATION OF THE TENDERER**

TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

The Tenderer shall fill in the following information.

- 1** Full name of the firm (IN CAPITAL LETTERS)  
*[insert Tenderer's legal name]*  
In case of JV, legal name of each party:  
*[insert legal name of each party in JV]*
- 2** Major area of business
- 3**
  - a) Address of Registered Office / Head Office
  - b) Name of the Tenderer's Authorised Representative
  - c) Telephone Number(s)
  - d) FAX Number(s)
  - e) E-mail Address(es)
  - f) Website Address(es)
  - g) Place of Incorporation / Registration
  - h) Year of Incorporation / Registration
- 4**
  - a) Address of the Branch Office, if any :
  - b) Name of the contact person at Branch Office
  - c) Telephone Number(s)
  - d) FAX Number(s)
  - e) E-mail Address(es)
- 5** Whether the Tenderer is a Proprietorship Firm or Partnership Firm or Limited Company.
- 6** Details of the Banker(s)
  - a) Name of the Banker(s), in full
  - b) Address(es) of the Banker(s)
  - c) Telephone Number(s)
  - d) FAX Number(s)
  - e) E-mail Address(es)
  - f) Name(s) of the contact person(s)
- 7** Details of Income Tax, GST, Excise Duty

- a) Permanent Income Tax Account No. (PAN)
- b) GST Registration No.
- c) Professional Tax Registration No. (if applicable)
- d) Sales Tax / VAT Registration Number (if applicable)
- e) Professional Tax Registration No. (if applicable)
- f) EPFO registration number
- g) ESIC registration number

8. The details of equipment and machinery / instruments available with me/us:

Sr. No.	Brief Description and Specification of the Equipment / Instruments	Quantity	Years of installation / purchase

9. The details of key personnel involved in administration and execution of the subject work till completion:

Sr. No.	Name in full	Designation	Qualification	Experience

59821/2023/ME

Note (i): In case of 'Non-availability' regarding the above, if any, reason(s) should be clearly furnished along with supporting documents.

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing]*

Name: *[insert complete name of person signing]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 6: PRE-QUALIFICATION INFORMATION OF TENDERERS**

**TENDER No. MEED.24/2023**  
**DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING**  
**OF FOAM PIPELINES AT SCB, PIRPAU**

Tenderers including each partner of Joint Venture, if any, shall provide the following information to demonstrate that they meet the qualifying requirements for short-listing. Each tenderer or partner of a Joint Venture must fill the information in this format only. If required, the tenderer may use separate sheet to provide complete information.

1. Annual Turnover of the Firm / Joint Venture for the last 3 years ending on 31.03.2023

Financial Year	Annual Turnover in Rs.
2020-21	
2021-22	
2022-23	

Notarized Turnover statement duly certified by the Chartered Accountant for the preceding three years in this regard shall be submitted by the tenderer along with the Techno commercial offer. In case of the last financial year, if the Annual Reports / Profit and Loss Accounts or a turnover statement are not audited then the notarized provisional turnover certificate duly certified by the Chartered Accountant only for the last financial year will be acceptable.

2. The particulars of the successfully completed similar works during last 7 years ending

Sr. No.	Order No. & date	Brief Description of similar works carried out	Contract Value	Month & Year of the works		Name & detailed addresses Telephone No. of clients	Client's satisfactory completion certificate	
				Commenced on	Completed on		No.	Dated
1	2	3	4	5	6	7	8	9

last day of month previous to the one in which applications are invited:

Copies of work orders/Agreement and copies of client's satisfactory completion certificates shall be submitted with the Techno-Commercial Proposal.

The works mentioned at Sr. No.2 above will only be considered for Scrutiny / Evaluation purpose.

3. The details of Statutory Licenses/Permits held by the tenderer
  - A. Only for Electrical Tenders, it is mandatory to furnish the following information:
    - i) The Electrical Contractor's License:
      - ii) Held in the name of our company/firm since\_\_\_\_\_.
      - iii) License No.: \_\_\_\_\_
      - iv) Issued by: \_\_\_\_\_state.
      - v) Validity of the license: \_\_\_\_\_
      - vi) Name of the Supervisor holding 1<sup>st</sup> Class PWD License issued by the Govt. of Maharashtra, B&C Department:\_\_\_\_\_.

Copies of valid electrical contractor license, 1<sup>st</sup> Class PWD license of the supervisor shall be submitted with the Techno-Commercial Proposal.

If the tenderer possesses electrical contractor's license issued by any state other than Maharashtra, then he shall give undertaking that he will obtain electrical contractor's license from the Govt. of Maharashtra and produce the same within four weeks from the date of placement of order.

Alternatively, the tenderer may engage the Services of authorized electrical contractor having valid electrical contractor's license issued by Government of Maharashtra. In that case, a Memorandum of Understanding (MOU) between the tenderer and the authorized electrical contractor whose services the tenderer will engage to execute the tender work upto the satisfaction of the Engineer within the stipulated time as well as for providing support during Defect Liability Period including extensions, if any, for the entire tender work shall be prepared. The copy of the same shall be submitted before commencement of the work. However, the tenderer has to make MOU on stamp paper to that effect and submit the same along with techno-commercial proposal for evaluation purpose. However, in such cases, the total responsibility lies with the tenderer.

B. The details of any other statutory licenses/permits held by the tenderer and which are necessary for execution of works under this tender shall be mentioned below:

4. The particulars of sub-contractors and firms proposed to be involved during execution of works:

Sr. No.	Description of the works proposed to be sub contracted	Proposed Value of sub-contract	Sub-contractor (name and address)	Experience of proposed subcontractor in similar work

5. The litigation history in which the Tenderer is involved:

Sr. No.	With other party(ies)	With the Port(s) in India	Cause of dispute	Amount	Remarks showing present

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing]*

Name: *[insert complete name of person signing]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 7: EXCEPTIONS AND DEVIATIONS**

TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

Tenderer may stipulate here exceptions and deviations to the tender conditions, if considered unavoidable.

Sr. No	Page No. of Tendering Document	Clause No. of Tender Document	Deviation

Note: i) However, the Tenderers to note that for the un-acceptable deviations, if any, the tender shall be liable for rejection. Tenderer is discouraged to deviate from Tender conditions, specifications, delivery schedules, commercial terms as per the tendering document.

i) No deviation of whatsoever nature shall be mentioned in the Price Proposal.

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing]*

Name: *[insert complete name of person signing]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**FORM – 8 : ECS / RTGS / NEFT TRANSACTION PARTICULARS**

TENDER No. MEED.24/2023

DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

- i) Bank Account No. :
- ii) Type of Account (SB, CA, .....) :
- iii) Name of Bank : iv) Branch Address :
- v) Branch Code : vi) MICR Code :
- vii) RTGS / IFSC Code :

Signed: *[insert signature of person]*In the capacity of *[insert legal capacity of person signing]*Name: *[insert complete name of person signing]*Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Form-9: INTEGRITY PACT****BETWEEN**

**MUMBAI PORT AUTHORITY (MbPA) hereinafter referred to as "The Principal"**

**AND**

.....hereinafter referred to as **"The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. .... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

**Section 1 - Commitments of the Principal.**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process, treat all BIDDERS with equity and reason. The principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in the relation to the process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder (s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s) /Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence, under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The bidder(s)/contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principle if any.  
Further details as mentioned in the "Guidelines on Indian agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agents/ representative have to be in Indian rupees only. Copy of the "Guidelines on Indian agents of Foreign Suppliers "as Annexed and marked as Annex- "A".
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3 Disqualification from Tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression, through a violation of Section-2, above or in any other form, such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings". Copy of the "Guidelines on Banning of Business dealings" is annexed and marked as Annexure "B".

### **Section-4 Compensation for damages.**

1. If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the contract value, or the amount equivalent to Performance Bank Guarantee.

### **Section-5 Previous transgression**

1. The Bidder declares that, no previous transgressions occurred in the last 3 years, with any other company, in any country, confirming to the anticorruption

approach or with any other Public Sector Enterprise in India, that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealings".

#### **Section-6 Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this pact or violates its provisions.

**Section-7 Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractor(s)** If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder, Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance officer.

#### **Section-8 Independent External Monitor/ Monitors**

- 1) The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions, by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairman, MbPA.
- 3) The Bidder(s)/Contractor(s) accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or take corrective action, or to take other relevant action. The Monitor can in this regard submit non- binding

recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

**Section-9 Pact Duration**

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

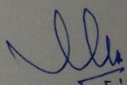
**Section-10 Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the Bidder / Successful tenderer is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

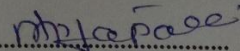
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.



**For the Principal**

**For the Bidder/Successful tenderer**

**Place: Mumbai**

Witness-1:.....

Witness-2:.....

**Form - 10: UNDERTAKING FORMAT**

TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

**(Applicable for the tenderers not possessing Electrical Successful tenderer's License issued by Maharashtra Govt.)**

We M/s. \_\_\_\_\_ hereby state that we are not in  
(Name and address of the firm)

possession of Electrical Contractor's License / Supervisory Licence / Both issued by the Govt. of Maharashtra and as such, we undertake that in the event of award of contract, " We shall apply and obtain the requisite Licence/s from the Govt. of Maharashtra and produce the original License to MUMBAI PORT AUTHORITY within four weeks from the date of placement of work order on us without which we shall not be permitted to commence the work at site / we will avail the services of the firm having valid electrical contractor license / supervisory license / both issued by Government of Maharashtra" (strike out which is not applicable). We also hereby agree that this time period of 4 weeks is inclusive of the stipulated completion period as indicated in the "Form of Tender" and we shall not claim any extension of time for the same.

Witness:

Tenderer's Signature:

Date:

Date:

(Seal)

**NOTE: The undertaking as per format shall be duly printed on ₹100/- stamp paper and submitted along with offer failing which the offer of the firm may not be considered as responsive.**

**Form – 11: LOCAL CONTENT DECLARATION**

**Tenderers are requested to refer order dated 16.09.2020 issued by department  
for Promotion of Industry & Internal Trade**

TENDER No. MEED.24/2023  
DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

We M/s. \_\_\_\_\_ hereby declare that, we have  
(Name and address of the firm) read carefully  
above order.

We hereby certify that the item / items offered by us meets the local content requirement for  
“Class-I Local Supplier / Class-II Local Supplier” (strike out whichever is not applicable).

The minimum local content offered by us for the items included in the subject tender is  
\_\_\_\_%.

Signed: *[insert signature of person]*

In the capacity of *[insert legal capacity of person signing]*

Name: *[insert complete name of person signing]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Form – 12: Restrictions under rule 144 (xi) general Financial Rule (GFR), 2017-  
Department of Expenditure dated 30.07.2020 Declaration**

TENDER No. MEED.24/2023

DISMANTLING, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING  
OF FOAM PIPELINES AT SCB, PIRPAU

We, M/s. \_\_\_\_\_ hereby declare that, we have read carefully O. M. Dated 30.07.2020, O.M. dated 23.07.2021, Order (Public Procurement No. 1) dated 23.07.2020 and O.M. dated 23.02.2023 regarding restrictions on procurement from a bidder of a country or bidder having commercial arrangements with the entity from a country which shares a land border with India and sub-contracting to contractors from such countries. We, M/s. \_\_\_\_\_ - certify that We are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

Signed: [insert signature of person]

In the capacity of [insert legal capacity of person signing]

Name: [insert complete name of person signing]

Duly authorized to sign the Tender for and on behalf of: [insert complete name of Tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]



## SPECIMEN FORMAT – I

## POWER OF ATTORNEY FOR SIGNING OF BID (SINGLE ENTITY)

Know all persons by these presents, [We ..... (name of the company) incorporated under the laws of India and having its registered office at [.....] "**Company**"] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us 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, matters and things as are necessary or required in connection with or incidental to submission of our Bid for ..... pursuant to the RFP dated [.....] ("RFP") issued by the Authority (the "**Authority**") and for our selection as Selected Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority 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 the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters 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.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2.....

For .....

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The Power of Attorney for signing of Bid must be submitted in original*
2. *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.*
3. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
4. *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.*

**Specimen Format – II**

**Power of Attorney for Lead Member of Consortium**

Whereas the Authority has invited proposals from interested parties for Bid for .....

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP 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 Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. \_\_\_\_\_ (Lead Member) and M/s \_\_\_\_\_ (*the respective names and addresses of the registered office*) do hereby designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Authority, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Executants)

*Notes:*

- 1. This Power of Attorney must be submitted in original.*
- 2. 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.*
- 3. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*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.*