



Mumbai Port Authority
Civil Engineering Department

Tender No.:E-86/2023

Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

Tender Document

First Cover – Technical Bid

Civil Engineering Department
3rd floor, 'Port House',
S.V. Marg, Ballard Estate,
Mumbai – 400 001
Telephone No.: +91-22-66564526
FAX No.: +91-22-22616804
Website: <http://www.mumbaiport.gov.in>

Any amendments to this tender including the Dates, Corrigendum, Clarifications, if any etc. shall be posted on the website of Mumbai Port Authority & the e-portal of Govt. of India only (www.mumbaiport.gov.in & www.eprocure.gov.in). The tenderers are required to keep themselves informed of the developments by visiting websites regularly.



Mumbai Port Authority
Civil Engineering Department
Tender No.:E- 22/2023

Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

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TENDER ACTIVITY SHEET

Tender Schedule

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	30.11.2023	10:00 Hrs.
2.	Document Download start date	30.11.2023	10:00 Hrs.
3.	Document Download End Date	21.12.2023	15:00 Hrs.
4.	Bid Submission Start Date	16.12.2023	10:00 Hrs.
5.	Bid Submission End Date	21.12.2023	15:00 Hrs.
6.	Technical Bid Opening Date	22.12.2023	15:00 Hrs.

Note:

1. Pre Bid Meeting will not be held physically. Prospective bidders are requested to address their Pre Bid queries to Shri S.S.Pawar, Executive Engineer at ss.pawar@mumbaiport.gov.in. The replies to the Pre Bid Queries will be published on CPP Portal and MbpT website.
2. Opening of on-line bid (Techno-commercial Bid & Price Bid) is not a public event and hence, presence of bidders is not required for such event.

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Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

Salient Features of the Tender

Sr. No.	Particulars	Details
1.	Name of Work	Tender No.:E-86/2023 – Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.
2.	Scope of Work	<p>The work comprises Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.. The structure is Ground + 4 floor structure having 1 Room Kitchen + toilets, 40 units in each building except building No.29 which contains 60 units. The building is to be demolished upto ground level i.e. ground level of surrounding area of the structure and removal and taking away all the dismantled materials such as bricks/Stones, concrete, earth/filling materials in the plinth, debris, reinforcement steel, wood, cement concrete blocks, RCC members such as columns, beams, slabs, lintels, wooden frames and shutters, IPS flooring / concrete, pipes, tanks, electrical wiring etc. complete in all respect.</p> <p>The above structure to be dismantled on “As is where is basis on the day of handing over the site/ structure” including removal of the dismantled materials and debris complete.</p>
4.	Tender Fee	Rs.10,500/- including 5% GST to be paid online
5.	Earnest Money Deposit	Rs.2,00,000/- to be paid online at www.eplatform.mbptedi.gov.in
6.	Security Deposit	Performance Guarantee of Rs.25,00,000/- (Rupees Twenty five lakhs only) payable in the form of Demand Draft/Pay Order/Bank Guarantee after award of work.
7.	Completion Period	Eight (8) Months from the date of release of site including monsoon.
8.	Validity of Offer	90 days from the Bid Opening Date.

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Tender Notice

1. Invitation:

Offers are invited from willing bidders under two stage system (Stage I: Technical Bid & price Bid Stage II) for **"The work of PURCHASE, DEMOLITION AND REMOVAL OF DISMANTLED MATERIALS OF BUILDING NOS. 11,12,18,19,26 & 27 (6 BLDGS.) AT OLD COLONY, NADKARNI PARK AND BUILDING NO. 29 AT TEJAS NAGAR, WADALA, GWND."**

1.1. Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website <https://eprocure.gov.in/eprocure/app> This website can also be accessed by clicking the link at Mumbai Port Authority (MbPA)'s Website <http://www.mumbaiport.gov.in>

1.2. Cost put to tender: Since the subject tender is Purchase, Demolition and Removal of dismantled materials tender, the estimated cost is not mentioned. The bidder has to quote for the same.

1.3. The Tender is to be submitted under two cover system, the first cover containing technical information and second cover containing the price bid.

2. **Downloading and submission of tender:**

2.1. The downloading and submission of Tender Documents shall be carried out as mentioned in the Tender Document and instructions at e- Procurement website <https://eprocure.gov.in>. Mumbai Port Authority reserves the right to change any of the above details at its sole discretion.

2.2. Pre bid replies/ addendum/ amendments/ errata etc. will be made available at the e-Procurement website <https://eprocure.gov.in> and tenderers are requested to check and download the same for submission. This website can also be accessed by clicking the link at MbPA's website <http://www.mumbaiport.gov.in>.

3. **The Salient Features of the work are as under: Scope of Work:**

3.1. **Scope of Work:** The work comprises Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND. The building is to be

demolished upto ground level i.e. ground level of surrounding area including plinth of the building and removal and taking away all the dismantled materials such as bricks/stones, concrete, earth, debris, reinforcement steel, wood, structural steel, cement concrete blocks, RCC members such as columns, beams, slabs, lintels, wooden frames and shutters, IPS flooring / concrete, pipes, tanks, electrical wiring etc. complete in all respect outside MbPA estate. The contractors are required to assess the value of scrap materials available to them arising out of the demolition of the buildings, cost of demolition and cost of taking away the scrap & debris outside MbPA estate. Based on this assessment they are required to quote the amount they would pay to MbPA excluding GST and any other taxes, towards the purchase & demolition.

The work is to be carried out within the Old Colony Nadkarni Park and Tejas Nagar Wadala, GWND area. The successful tenderer will be required to carry out all operations involved in the work in such a way that it will not cause any nuisance, hindrance, noise pollution to the residents/tenants/occupants of the Surrounding areas and should display the required safety and caution sign boards. Necessary Green colour Hessain cloth curtain (Parda) arrangement shall be made to arrest dust arising out of demolition from all the sides (away from the building) with independent supports to the required height before the commencement of work. If necessary Parda shall be provided on the nearby building face to avoid dust nuisance. The areas around the building under demolition shall be cordoned off/ barricaded temporarily.

- 3.1. The Bidder should clearly mention in the BOQ and Form of Tender, the amount the bidder would pay to Mumbai Port Authority as “Purchase Price” (amount payable by the bidder to Mumbai Port Authority)
- 3.2. The buildings deemed to have been purchased on “As is and where is” basis and carry out work from the day of handing over the structures to the contractor for demolition.
4. Earnest Money Deposit (E.M.D.) for this work is **Rs.2,00,000/-**(Rupees Two lakh only) payable online at www.eplatform.MbPAedi.gov.in failing which the tender is likely to be left out of consideration.
5. The successful bidders shall have to submit Performance Guarantee in the form of Demand Draft/ Pay Order Or Bank Guarantee for **Rs.25,00,000/- (Twenty five Lakh only)** for successful completion of work including removal of entire debris arising out of demolition. The said BG shall be returned to the contractor after successful completion of the work. The Demand Draft / Pay Order shall be drawn in the name of “**The Board of Mumbai Port Authority**” payable at **Mumbai**.
- 5.1. The Performance Guarantee shall be deposited/ furnished within a period of 21 days from the date of receipt of pre-acceptance letter/ work order or such extension of the period permitted by the Chief Engineer in writing.
- 5.2. The Performance Guarantee may be furnished in the form of Demand Draft/ Pay-Order from any Nationalized/ Scheduled Bank in Mumbai OR in the form of Bank Guarantee, which shall be from Mumbai office of any Nationalized/ Scheduled

website www.mumbaiport.gov.in and/or www.eprocure.gov.in and the bidder has to submit the tender fee online with their offer. The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition/ deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.

- 9.2. The bidder is responsible to download Addendums/ Amendments/ Errata/ replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum/ Amendments/ Errata/ replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents are liable for outright rejection.
10. **Bid Submission:** The detailed procedure for online bid submission has been provided in “Instructions for Online Bid Submission” of this tender.
- 10.1. Complete bid submission is online on the website www.eprocure.gov.in. The payment of Tender Fee can be done online. Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for Tender Fee and choose the option “Latest Tenders” on the dashboard. After selecting the relevant tender, the tenderer can make online payment after entering the basic details of Bank for refund purpose, the receipt generated as PDF file for Tender Fee shall be uploaded by the tenderer on CPP Portal under relevant option as a proof for the payment, failing which Tender will not be opened. The details of bank payment reference number and payment date also need to be entered while uploading in the relevant fields.
- 10.2. Since the Tender set is non-transferable, the tenderer who is making the online payment should only utilize the same for submitting his/ her own Tender on CPP portal.
11. The Bidders should submit **Power of Attorney to the person signing the Bid** duly executed on **Non Judicial Stamp Paper of Rs.500/-**.
12. The following documents are to be submitted online at www.eprocure.gov.in, which will form as pre-qualification criteria for bidder to get qualified for opening of their Price Bid. **All the documents mentioned in table below should be furnished compulsorily with the Technical Bid.**

Sr. No.	Documents to be submitted online
1.	Scanned copy of the online receipt for Tender Cost and EMD
2.	Duly Executed Power of Attorney on Stamp Paper of Rs.500/- authorizing the Person signing the Bid.
3.	Experience certificate for having carried out at least one demolition of RCC structure/ building OR steel structure.

4.	Scanned copies of duly filled, signed and stamped Letter of Application (On the Letter Head of the Bidder), Undertaking, and ECS Mandate as mentioned in Annexures.
5.	Duly Signed Integrity Pact and Non-Disclosure Agreement – Annexures 4 & 5
6.	Scan copy of Tender Set in full duly filled and signed at required places.
7.	BOQ.
8.	Scan copy of PAN Registration (PAN Card).
9.	Scan copy of GST Registration.
10.	Scan copy of GST compliance – at least one recent document.

Tenderer is required to furnish all the documents mentioned in the table above. Any deficiency/ non-submission of any document(s) will lead to disqualification of tenderer and their Price Bid will not be opened.

13. **Price Bid : The bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid. Bidders are requested to quote their Price for the subject work in the Excel file (.xls) published along with this tender. Price Bid shall not be submitted with Technical Bid. Such tenders will be summarily rejected.**
14. In Price Bid Cover, the Bidder should clearly mention in the BOQ and Form of Tender, the amount the bidder would pay to Mumbai Port Authority as “Purchase Price” (amount payable by the bidder to Mumbai Port Authority)
15. **Bids will not be considered in case the Tender Fee is not submitted in the form and manner described above.**
16. The tender documents are NOT TRANSFERABLE.
17. INTEGRITY PACT:
 1. The scanned copy of Integrity Pact (IP) Agreement signed by the employer is uploaded along with the tender document. The bidder has to download the IP Agreement, sign and shall upload the same scanned copy of signed IP Agreement along with the bid.
 2. In case of a joint venture, all the partners of the joint venture should sign the IP. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor.
 3. The person signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
 4. The unsigned scan copy of IP Agreement by the bidder shall be treated as invalid and the bid shall be considered as non-responsive bid.

5. In case the letter of intent / work order of contract / procurements is for Rs. 45 Lakhs and above, the successful bidder shall execute Integrity Pact Agreement on stamp paper of appropriate value. The scanned copy of Integrity Pact Agreement signed by the Employer, Bidder and uploaded by the bidder with the tender document shall be treated as Integrity Pact, till the formal execution of Integrity Pact by the successful bidder.

6. IP essentially envisages an agreement between prospective vendors / bidder, and Mumbai Port Authority, committing the person / officials of both sides to not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders who commit themselves to IP with MbPA, would be consider for evaluation of bid. IP would be implemented through Independent External Monitor (IEM), eminent person appointed by MbPA with approval of Central Vigilance Commission. The IEM would asses independently and objectively, as to whether and what extent the parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidder may raise disputes / complaints if any with the IEM. The IEM would examine complaints received by him and give his recommendations / views to the Chairman of Mumbai Port.

7. Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC and Shri V. Kannan, Ex-CMD, Vijaya Bank have been nominated as Independent External Monitors (IEMs) for the implementation of Integrity Pact whose address is as under:

Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC Bungalow No.88, New Motibagh, New Delhi-110021 Mobile No. +91-9818916161 Email: shreerajiv1975@gmail.com	Shri V. Kannan, Ex-CMD, Vijaya Bank TA-1, Krishna Regency, Third Floor, Tata Silk Farm, K. R. Road, Basavanagudi Bangalore-560004 Mobile No. +91-8105305555 Email: kannan.venkata@gmail.com
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18. Bidders are directed that the successful bidder will have to sign the Non-Disclosure Agreement – Annexure 5 at the initiation of the Project.

19. The downloading and submission of Tender Documents shall be carried out as mentioned in the tender set and instructions at e-Procurement website <https://eprocure.gov.in>. No editing, addition/ deletion of matter shall be permitted.

20. The tenderers are requested to obtain certificate of Registration under Rule No.24 of the building and other Construction Workers Central Rules1998 from the office of the Dy. Chief Labour Commissioner (Central) IV, Mumbai.
21. The bidders shall give an undertaking as per Annexure-'B' that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
22. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
23. The Board of Mumbai Port Authority reserves the right to reject any or all tenders without assigning any reasons thereof.
24. The rate quoted by the contractor shall be exclusive of GST, sales Tax, General Tax, Maharashtra sale Tax on transfer of property in goods involved in the execution of work but inclusive all other incidental charges that the contractor may have to bear for the execution of the works.
25. The contractor shall comply with the Employee State Insurance Act 1948, Govt. of India, Ministry of Labour and employment notification dated 28.07.2009 & provide the ESI code No. & update the contribution towards the ESIC and all other rules pertaining to the employment of labourers. The contractor shall produce ESIC, EPF and other social security registration details as an employer at the time of appointment of labour/ workmen for carrying out the work under the contract along with his/ her bank details. The contractor will be required to submit evidence of payment of wages to the labour/ workmen in to their bank account, the statement of remittance towards wages, EPF & ESIC for all labours engaged for the subject work along with their bills duly verified by the Executing Engineer and an Officer of the Welfare Division of Mumbai Port Authority. The wages and remittances for ESIC, EPF etc. shall be in accordance with the prevailing labour laws, rules and regulations governing the minimum wages Act. The contractor's security deposits not be processed/ passed/ released in case of non-compliance of these provisions in the contract
26. The successful Contractor shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.
27. Tenderer is responsible to download Tender document and download Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc., if any, issued by MbPA, from the website before submission of the Tender. The tenderer

shall submit duly signed copies of Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc. along with the purchased or downloaded documents while submitting the Tender.

28. Eligible Bidders: The Bidder should be a single entity on its own. **No joint venture or consortium is allowed.** The term Bidder used hereinafter would therefore apply to a single entity only.
29. Un-authorized dumping of debris/ earth/ garbage etc. within MbPA estate will be penalized with Rs.50,000/- per truck load. The purchase price quoted by the bidder shall be deemed to include the charges for transporting the debris anywhere outside MbPA estate and MbPA will have NO responsibility of any un-authorized dumping of dismantled materials/ debris at anywhere outside MbPA area. The disposal of debris anywhere outside MbPA estate is the sole responsibility of the contractor.

For any further details/ clarifications on the tender, Shri. Sanjay Pawar, Executive Engineer, GWND, 3rd floor, Port Bhavan, S.V. Road, Mumbai – 400 001 can be contacted on 022-66564507/ 9820766204. Queries can be send on ss.pawar@mumbaiport.gov.in

**Chief Engineer
Mumbai Port Authority**

Mumbai Port Authority
Civil Engineering Department

Tender No.:E-86/2023

Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may

download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender cost as applicable and enter details of the instrument.
4. Bidder should prepare the Tender cost as per the instructions specified in the tender document. Tender cost shall be paid online at <https://eplatform.mbptedi.gov.in> and the payment receipt is to be submitted online at CPP portal and copy of the receipt is to be uploaded along with the tender.
5. Bidders are requested to note that they should necessarily submit their online price bids in the format provided in the tender and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders.

Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective price quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5a) Bidder are requested to note that they should submit their online price bids in the format provided in the tender and no other format is acceptable.
- 5b) **Price Bid: The bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid. Bidders are requested to quote their Price for the subject work in the Excel file (.xls) published along with this tender. Price Bid shall not be submitted with Technical Bid. Such tenders will be summarily rejected.**

The Bidder should clearly mention in the BOQ and Form of Tender, the amount the bidder would pay to Mumbai Port Authority as “Purchase Price” (amount payable by the bidder to Mumbai Port Authority)

- 6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-79-40007451 to 460.

DOs and DONTs FOR BIDDERS PARTICIPATING IN E-TENDER PROCESS

WHAT BIDDERS SHOULD DO:

- Get yourself Registered with website <https://eprocure.gov.in/eprocure/app> for participating in the Tender Process of MbPA.
- Ensure that you give yourself enough time to respond to the tendering opportunity: Proactive planning is crucial to make a successful bid.
- Read and become familiar with the bid documents provided by Mumbai Port Authority. It is crucial that you fully understand the requirements and bidding criteria so that you can submit a fully compliant bid. Mumbai Port Authority insists on pre-bid responses and there is pre-bid meeting and presentations or briefing events. You are expected to participate in such meetings.
- Do not submit your completed bid early. Systems may slow down and crash while trying to upload multiple documents close to bidding deadlines.
- Adhere to all of the stipulations and requirements outlined in the bid document: Mandatory requirements (documents, information and response) need to be read carefully for compliance before submission of Bid.
- Check websites of <http://www.mumbaiport.gov.in>, CPP Portal <https://eprocure.gov.in/eprocure/app> regularly for Tender document (Notice/addendum/corrigendum/clarification)
- For Bid submission, you have to visit website i.e. <https://eprocure.gov.in/eprocure/app>
- For viewing of Tender related information/ updation, you have to visit MbPA website i.e. <http://www.mumbaiport.gov.in>
- You are to submit your offer electronically only. No tender shall be accepted by the MbPA office in hard copies.
- Ensure that you note the crucial Dates in connection with the particular Tender(s). They are as follows:
 - *Date of NIT available to bidders to view
 - *Date of Pre-Bid Meeting
 - *Last Date and Time of remittance of Tender Fee & EMD (Earnest Money Deposit) by e-payment mode
 - * Last Date and Time of submission of online Techno-Commercial and Price Bid at <https://eprocure.gov.in/eprocure/app>
- Ensure that you Inspect the site before Bidding.
- Please note that it is the responsibility of the intending bidder to inspect the site on their own arrangement. MbPA will provide assistance during inspection of sites.

WHAT BIDDERS SHOULD NOT DO:

- Don't Miss Pre-Bid meetings arranged by MbPA.
- Don't Delay opening or reading the bid document.
- Don't Submit invalid documents /certificates.
- Don't Enter false data/forged documents specially regarding Networth. Such act may lead to forfeiture of EMD/Security Deposit.
- Don't Leave submitting your completed bid to the last minute.
- Don't tamper with e- tender document Form provided by MbPA. For example, a tampered Net worth Document will lead to forfeiture of EMD.

**Chief Engineer
Mumbai Port Authority**

Mumbai Port Authority
Civil Engineering Department

Tender No.:E-86/2023

Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

Instructions for Preparation and Submission of Tender

1. Earnest Money Deposit (EMD):

The Earnest Money Deposit (E.M.D.) payable in respect of this tender is Rs.2,00,000/- payable online at www.eplatform.mbptedi.gov.in

- (a) Bids if not accompanied by the Cost of Tender AND EMD as mentioned in Tender Notice shall be treated as invalid and shall not be opened.
- (b) The Earnest Money Deposit of unsuccessful bidders will be refunded after award of work.
- (c) The Earnest Money Deposit of the successful bidder will be refunded after the Contractor lodges the Performance Guarantee mentioned herein below.
- (d) The Earnest Money Deposit is liable for forfeiture if the successful bidder fails to accept the work or fails to pay the Purchase Price and Performance Guarantee.

2. Performance Guarantee:

- (a) the successful bidders shall have to submit Performance Guarantee for **Rs.25,00,000/- (Rupees Twenty five Lakh only)** in the form of Demand Draft/ Pay Order from any Nationalized/ Scheduled Bank payable in Mumbai OR furnish Bank Guarantee in the format approved by Mumbai Port Authority.
- (b) The Performance Guarantee amount shall be deposited/ furnished within a period of **21 days** from the date of receipt of pre-acceptance letter/ work order or such extension of the period permitted by the Chief Engineer in writing. The Bank Guarantee/s **shall be valid for a period of 10 months from the date of submission**. The Bank Guarantee shall be re-validated if necessary as per instructions.
- (c) The Performance Guarantee in the form of Bank Guarantee shall be from Mumbai office of any scheduled / nationalized bank carrying on business in Mumbai and to be approved by the employer and shall be in the form annexed hereto as Annexure-I. No costs / charges will be recovered from the contractor for approval of the Bank Guarantee/s.

3. **The tenderers are strongly advised to inspect the structures/materials to be purchased, dismantled and removed under this tender and quote accordingly as**

no claim or complaints will be entertained after the award of the contract. Before tendering, such an inspection can be arranged in consultation with the Shri. Sanjay S. Pawar, Executive Engineer (Tel. No.022-66564539/9820776204).

4. Tenderers must state the full sum offered in figures and words in the Schedule of Quantities and rates.
 - (a) **Tenderers must deposit the Full sum of quoted price plus GST as applicable and any other taxes as per the Govt. directives as on prevailing date is to be submitted within 21 days of issue of Work Order.**
 - (b) **The successful contractor will be allowed to commence the work ONLY after lodging of the above said Deposits i.e. Purchase price + GST and Performance guarantee.**
5. The Performance Guarantee mentioned above will be refunded to the firm only after completion of the work in all respects to the full satisfaction of the Chief Engineer and on compliance of clause No.21 of Tender Notice and on the contractor making a written application therefore.
6. Procedure for Preparation of tenders:
 - (a) The tenderer is required to sign in the spaces wherever provided in the Tender Document and in Schedule of Quantities and Rates. Unsigned tenders will not be considered.
 - (b) The price quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges etc. necessary for proper execution and maintenance of the works but **excluding GST**.
 - (c) The tender documents shall not be defaced or detached. Additions and alterations or interpolations shall not be made in the tender document.
 - (d) Mumbai Port Authority will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including costs and expenses related to the site visit.
 - (e) The tenderer shall give an undertaking that they have not made any payment 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 1988 in connection with the tender.
 - (f) The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the tender.
 - (g) Tenderers should not send revised or amended offer after the due date and time of the tender.

7. Submission of Tender:

The complete bid submission is online at www.eprocure.gov.in as detailed in Tender Notice.

8. Opening of Tenders:

The Tender shall be opened online at www.eprocure.gov.in at the time & date indicated in the 'Tender Notice'. The tenders not accompanied by tender cost shall be left out of consideration.

During the scrutiny of tenders received, should the Chief Engineer/ Engineer's Representative find it necessary to seek any clarification, technical or otherwise the tenderer will be bound to furnish such clarifications promptly within the stipulated time.

The Board of Mumbai Port Authority reserves the right to reject any or all tenders without assigning any reason

9. Payment:

(a) The tenderer quoting the **HIGHEST amount as Purchase Price** will be declared as the successful tenderer and will be required to pay the full sum offered by him plus GST as applicable and any other taxes applicable on prevailing date by Demand Draft or Pay Order of any Scheduled Bank in the office of the Financial Adviser & Chief Accounts Officer, MbPA. The full sum offered plus taxes must be paid by the contractor at a time and not in parts, within **(21 days) "Twenty one days"** of the receipt of Pre- acceptance letter or such extension of period as granted by the Chief Engineer in writing, failing which the Earnest Money will be liable for forfeiture and the contract to cancellation.

(b) Provided, however, that if the successful tenderer, though for no default on his part, is unable to commence the work as a result of delay in handing over possession of the site by the Mumbai Port Authority, the Chief Engineer may, in his absolute discretion, allow the successful tenderer to pay in cash only 25% of the sum offered by him within seven days of the receipt of intimation of the acceptance of his offer or within Seven days from the date of issue of such acceptance letter whichever is earlier or such extension of that period as granted by the Chief Engineer in writing and balance 75% of the sum offered by him within further fourteen days of the receipt of intimation to pay the balance amount or within fourteen days from date of issue of such intimation letter whichever is earlier, to the successful tenderer from the Chief Engineer about the availability of the site.

(c) In case of any delayed payment, an interest at the rate of 18% per annum will be charged beyond 21st day. However, in case of delay in payment by more than 2 months beyond the extension granted by Chief Engineer, the contract will be liable to be terminated including forfeiting the deposits

made by the contractor.

10. Performance Guarantee:

The Successful Tenderer shall furnish Performance Guarantee for the due fulfillment of the contract. It may carefully be noted that unless the contractor pays the full sum offered, GST and Performance Guarantee as mentioned in clauses here before they will not be allowed to commence the work at site. The above Performance Guarantee will be refunded to the contractor after completion of the work to the satisfaction of Chief Engineer or his representative and all the conditions of contract have been duly fulfilled to the satisfaction of the Chief Engineer and on the contractor making a written application therefor.

11. Delay/ failure to submit Performance Guarantee:

Unless the Performance Guarantee/s as per Clause above are furnished within 21 days of receipt of pre-acceptance letter/ work order or such further period as may be allowed by the Chief Engineer in writing, the contractor will not be allowed to commence the work. In case of any delayed submission of Performance guarantee, an interest at the rate of 18% per annum will be charged beyond 21st day AND/ OR the Earnest Money lodged with the tender will be liable to forfeiture and the contract liable to be terminated.

12. Completion period:

Time is the essence of the contract. The completion period is mentioned in relevant clauses of Tender Notice. Any part of this tender with completion period longer than stipulated above is liable to be summarily rejected. The contractor may be permitted to work on Sundays and Port Authority holidays with a view to complete the work within the stipulated time period only with prior permission. However, the contractor will be allowed to take the material out of the site only during normal working days and working hours. Utmost care should be taken to avoid any accidents/ injury to the workers, port users, residents and resident's property, port property etc. Care should be taken to see that the adjoining Port Authority properties are not damaged in any way. If any damage is caused, the same will be made good at contractor's risk and cost. The contractor shall take all necessary steps to ensure that his operations do not cause any inconvenience and hindrance to the public/ general traffic in the adjoining area.

13. The Mumbai Port Authority does not bind itself to accept the highest or any tender or any part thereof and reserves the right to accept any tender or to reject any tender or any part thereof without assigning any reasons thereof.

14. Tenderers should refrain from sending revised or amended offers after the closing date and time of the tender.

15. All costs, charges and expenses including stamp duty incurred in connection with

contract agreement / stamp acceptance letter shall be borne by the contractor.

16. Tenderers are requested to inspect the site so that they are fully aware of the nature and scope of the work to be carried out before tendering for the same.
17. The tenderers are requested to note that the work of removal of dismantled material will have to be done in close co-ordination with other works that would be in progress in the vicinity.
18. The tenderers when submitting the tender shall also furnish the following information.
 - (a) The full name and age of the proprietor in case of proprietary firm.
 - (b) The full names and ages of all partners in case of Partnership firm.The tenderers should note that in case of partnership firms, the contract will be entered into with the partners of the firm, who have attained the age of 'Major' and the Board will not recognize or deal with minor partners or their guardians.
19. Whenever welding or gas cutting work is to be done, the contractor shall give notice well in advance" to Port Safety and Fire Officer, Mumbai Port Authority Auxiliary Fire Station and obtain 'Hot Work permit'. The contractor shall take due precautions to see that his work does not in any way cause any fire hazards in the locality. He should also comply with all the requirements of Port Safety and Fire Officer, MbPA while carrying out welding or gas cutting work. All statutory permissions including 'Fire Permit' shall be obtained before commencement of work.

20. No explosives shall be used to carry out demolition of the buildings.

21. Clean the area and surroundings:

The contractor shall keep the area clean at his own cost. There shall be no unnecessary accumulations of material, debris, earth, soil, equipment etc. at the site of work other than those, which in the opinion of Chief Engineer are absolutely necessary for the proper and efficient execution of the work.

22. Working areas:

The work is to be carried out within the residential colony. The successful tenderer will be required to carry out all operations involved in the work in such a way that it will not cause any nuisance, hindrance to the residence of the colonies and should display the required safety and caution sign boards. **Necessary Green colour Hessian cloth curtain (Parda) arrangement shall be made to arrest dust arising out of demolition from all the sides (away from the building) with independent supports to the required height before the commencement of work.** If necessary, Parda shall be provided on the nearby building face to avoid dust nuisance. The areas around the building under demolition shall be cordoned off/ barricaded temporarily.

23. For remedial actions for effective malaria control and appropriate mosquito preventive measures and to control the outbreak of epidemic at work site, following precautions /actions shall be taken periodically without any extra cost to MbPA:
- (i) Debris generated from the works undertaken at the above work site shall be cleared off immediately.
 - (ii) The work site shall free from stagnation of water.
 - (iii) Fumigation and other remedial measures for prevention of mosquito breeding shall be carried.
 - (iv) Water tanks at the terrace as well as on the ground shall be provided with mosquito proof net and sprinkling of MCGM approved anti- mosquito breeding oils/ chemicals shall be carried out.
 - (v) Hygienic conditions shall be maintained at the work place.
 - (vi) Immediate medical treatment shall be provided to the workers/ staff posted at work site showing symptoms of malaria.
 - (vii) In addition to the above, all the instruction/ directions issued by the Municipal Corporation of Greater Mumbai (MCGM) shall be adhered to.

Chief Engineer
Mumbai Port Authority

Mumbai Port Authority
Civil Engineering Department

Tender No.:E-86/2023

Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

Conditions of Contract

29.1. Interpretation:

In these conditions and annexed Schedule of Quantities and Rates, the words (a) "CHIEF ENGINEER" shall include any officer appointed from time to time by the Board of Mumbai Port Authority to fill the office of the Chief Engineer either permanently or temporarily, (b) The " Executive Engineer" shall mean the officer or officers of the Board of Mumbai Port Authority placed in direct charge of supervision of the works to be executed under this agreement, (c) "The Works" shall mean the works to be executed hereunder as hereinafter mentioned,

29.2. The structures to be demolished are described in Clause No.4 below. The contractor should specifically note that the information mentioned is given for only broad guidance. No claims will be entertained for variations in the numbers, sizes, dimensions and materials mentioned. **The contractors are strongly advised to inspect the site, the structure and the materials which they are required to demolish and quantum of salvage materials likely to be available to them for purchase.** The expenditure towards demolition and taking away the dismantled material anywhere outside MbPA estate deemed to be included in the purchase price quoted by the tenderer. As such the contractor is required to take utmost care in demolition of these buildings without causing any damage to adjoining structures. The debris generated by demolition shall be taken away by the contractor anywhere outside MbPA estate. **The contractor shall arrange to provide suitable curtain (parda) of tarpaulin/ green hessian cloth/ green net cloth all around the building by any means to avoid dust nuisance to the area.** The contractor shall also provide necessary nylon nets suitably tied to avoid falling of any debris outside the working area or to road/ nearby buildings etc. The area around the working area shall be suitably cordoned off/ barricaded to restrict the entry of vehicles and pedestrians. The contractor shall make necessary arrangements to dispose of the debris raised from the demolition as and when directed by the Engineer in-charge or as soon as one truck load is accumulated. Issuance of gate pass/ challans for taking out of serviceable materials shall be restricted if the debris accumulated is not removed in time to time as directed by the Engineer In-charge. All electrical items including wire, patti, casing etc. shall be dismantled up to the Main Entry point or as directed by the Electrical Engineering Department. Care should be taken to see that the adjoining Port

Authority properties/ private properties are not damaged in any way. If any damage is caused, the same shall be made good at contractor's risk and cost. The contractor shall take all necessary steps to ensure that his operations do not cause any inconvenience and hindrance to the operations in the adjoining area or to the tenants in the nearby buildings.

29.3. Utmost precaution will have to be taken by the contractors while carrying out the demolition work so as to prevent any accident. The contractor shall ensure all safety precautions while carrying out the demolition work. The contractor shall take utmost care while using any mechanical equipment to avoid any damage to cables, pipe lines or any other underground utilities. In case of any damage to the utility services, by the contractor while carrying out the demolition works, the expenditure for the rectification will be recovered from the contractor from the deposits. The materials dismantled and removed shall be properly stacked within the structures as directed by the Chief Engineer or his assistant.

29.4. General description of structures to be demolished:

In all there are **SIX (6) buildings at Old Colony, Nadkarni Park and one(1) building in Tejas Nagar, Wadala** to be demolished. **The structure is G + 4 floor, having 1 RK + toilets 40 Units in each building at Nadkarni Park and 60 Units in one building at Tejas Nagar, Wadala.** The work to be carried out comprises of purchase, demolition up to ground level i.e. ground level of surrounding area of the structure and removal of the dismantled materials such as bricks, concrete, reinforcement steel, wood, cement concrete blocks, RCC members such as columns, beams, slabs, lintels, wooden frames and shutters, IPS flooring/ concrete, pipes, tanks, electrical wiring etc. complete.

All the debris arising out of demolition shall be the contractor's property and he shall remove the same outside the MbPA estate and plot/ area of each building/ structure shall be free from debris, loose earth, kutchra etc. after completion of demolition work. The purchase price quoted by the bidder shall be deemed to include the charges for transporting the debris anywhere outside MbPA estate and MbPA will have NO responsibility of any un-authorized dumping of dismantled materials/debris at anywhere outside MbPA area. The disposal of debris anywhere outside MbPA estate is the sole responsibility of the contractor.

Bidders are advised to inspect the buildings to get the on-site condition of the buildings.

29.5. Execution:

The contractor shall and will in consideration of the offer made by him as hereinafter provided, dismantle and remove the materials as described in the manner and upon the terms set forth and in accordance with such other instructions as may, pursuant to the provisions herein contained from time to time, be given to him by the Chief Engineer and or the Engineer in charge and subject to the terms hereunder.

29.6. Contract Agreement:

The successful tenderer will be required to enter into a formal Agreement with the Employer incorporating the documents detailed in clause No.1.1 (f) hereto before, with such modifications as may be necessary and the correspondence exchanged upto and including the stage of award of the contract and the letter of acceptance. The Contract Agreement will be prepared by the Employer as per the format enclosed as Annexure-I. All costs, charges and expenses including stamp duty incurred in this connection will be borne by the Contractor. Until such Contract Agreement is executed, the acceptance of the tender in terms of the Contract as defined in Clause No.1.1 (f) shall be binding upon the MbPA & the Contractor, and shall be the Contract.

The Contractor's bills will not be passed for payment until the contract agreement is executed.

The works contracts which do not involve transfer of property in goods are to be stamped with stamp duty of only Rs.100 and Rs.500/- and are not to be registered. As per the provisions of the Maharashtra Stamp Act, 1958, the Stamp Duty and registration charges of each tender including tender for works contract will be paid by the contractor/successful bidder.

29.7. Commencement:

The contractor shall commence the work immediately after the structure is handed over to him and carry out the same expeditiously at wherever point or points and in such positions as the Chief Engineer may direct and if it shall at any time appear to the Chief Engineer that the works or part thereof are not being carried out so as to ensure completion of the whole work within the period hereinafter mentioned, the Chief Engineer and/or the Engineer in charge may give to the contractor a written notice required for the completion of any part of the work by a time specified therein.

29.8. Any expense which may be incurred by the Board in the performance of the works required owing to the negligence or omission on the part of the contractor or his workmen in any of the cases mentioned in this contract, shall be deducted from the Security Deposit lodged by the contractor and/or he may be called upon to pay the amount of such extra expenses to such persons as the Chief Engineer may appoint to receive and in the event of the contractors failing to make such payment, the said amount shall be recoverable from him in such manner as the Board may determine.

29.9. The Chief Engineer shall have power and authority from time to time to give such further instructions and directions as may appear to him necessary for proper guidance of the contractor and for the good and efficient execution of the work according to the terms of the contract and the contractor shall receive, execute,

obey and be bound by the same, according to the true intent and meaning thereof as fully and effectively as though the same has been mentioned herein under.

29.10. Workmen's Compensation:

The contractor shall indemnify the Board in the event of the Board being held liable to pay compensation for injury to any of the contractors or workmen under the Indian Workmen's Compensation Act, 1923 as amended from time to time and shall take out an insurance policy covering all risk under that Act and shall keep the same renewed from time to time as necessary for duration of the contract and produce the same before the Chief Engineer whenever so required. The premium of policy **will not** be reimbursed by the MBPA. The policy shall be taken and copy of the same shall be handed over to the Engineer In- charge before commencement of the work.

29.11. Third Party Insurance:

Besides above, the contractor shall also take up third party liability insurance of **Rs.5.0 Lakhs** or as may be decided by the Chief Engineer for any one incident and to be recouped after every incident till completion of the entire work. This would be required since the work is to be carried out in open public area. The premium of the policy will not be reimbursed by MBPA. The damages to the telephone cables, electrical cables, underground water pipelines, oil pipelines and other structures shall also to be insured. The policy shall be taken and copy of the same shall be handed over to the Engineer In- charge before commencement of the work.

29.12. Licenses:

The contractor shall give all notices to the Customs, Municipal authorities, Police authorities, Petroleum, ESIC, (Employees State Insurance Corporation), EPF and other authorities. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and for any other purpose whatsoever and bear all fees, taxes and charges which may be leviable on account of his own operations in executing the contract. He shall make good any damage to adjoining property whether public or private and supply and maintain any lights etc. required at night.

29.13. Use of Ground:

The contractors shall be allowed rent free use of such ground as is available at or near the site of works which in the opinion of the Chief Engineer may be absolutely necessary for the proper and efficient execution of the work and on the completion of the works or termination of his contract he shall clear away all the staging, scaffolding, tools, plant, rubbish and other materials within Seven days and hand over the ground in a tidy and clean condition.

29.14. Indemnity:

Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all time during the progress of the work, the contractor shall nevertheless be wholly responsible for all damage, whether to the structure or to any other Port Authority property, or to the lives of persons or property of others during the progress of the work.

29.15. Materials:

The contractor shall at his own cost provide all labour, materials, haulage, stores, scaffolding and all plant and cranes, trucks, tools whatsoever required to carry on and complete the work to the satisfaction of the Chief Engineer.

29.16. Working Days:

The contractor shall be allowed to work on all working days. If the contractor is not allowed to carry out work beyond normal working hours, no compensation whatsoever on account this will be entertained. The dismantled material will be allowed to be taken out of site only during normal working days and normal working hours.

29.17. Employment of Labour:

The contractor shall employ such sufficient number of trustworthy skillful and experienced Assistants or Supervisors, Maistries & Watchmen as may be approved by Chief Engineer & shall at all times employ careful & skilled workmen in or around the execution of said works to the satisfaction of Chief Engineer.

Any Supervisor, Maistry, Watchmen or Workmen to whom the Chief Engineer shall object on the ground of bad behavior, incompetence or negligence, shall be removed by the contractor from the works within 24 hours after the receipt of a written order signed by the Chief Engineer requiring such removal and no person who has been so removed on such order of the Chief Engineer shall again be allowed on the works except with the written permission of the Chief Engineer.

The contractor shall not employ a young child who has not completed fifteenth year of age. He shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for works as prescribed under Clause (B) of the Sub-Section (2) of Section 69 of the Factories Act 1948.

The contractor shall also see that all the provisions set under the Minimum Wages Act, as amended from time to time, are fully complied with by him, he shall maintain necessary registers and records for payment of wages, overtime etc. made to his workmen, as required by the Conciliation Officer (Central), Ministry of Labour, Govt. of India or such other authorized persons appointed by the Central

or State Govt.

29.18. Subletting and Partnership:

The contractor shall not sublet the work or any portion thereof without the written permission of the Chief Engineer, nor assign his right and interest in these presents, not assume a fresh partner or partners nor dissolve partnership at present subsisting between them in reference to this contract, without the written permission of the Board.

29.19. Liquidation and Re-entry:

In the event of the contractor going into liquidation or passing an effective resolution for winding up or upon the contractor making an arrangement with or assigning in favour of his creditors or upon his assigning this contract or upon an execution being levied on the contractor's goods or upon the Chief Engineer certifying under his hand to the contractor that in his opinion the contractor has

- (a) abandoned the contract; or
- (b) suspended the progress of the work for seven days after receiving from the Chief Engineer written notice to proceed without any lawful excuse under these conditions; or
- (c) failed to make proper progress with the works for seven days after receiving from the Chief Engineer written notice to employ more workmen; or
- (d) failed to remove materials from the site for seven days after receiving from the Chief Engineer written notice to that effect; or
- (e) failed to give the Chief Engineer proper facilities for inspecting the works or any part of them for three days after receiving from the Chief Engineer written notice demanding the same; or
- (f) failed to complete all or any part of the work by the time or extended time for completion; then, the Board may enter upon the site with or without expelling the contractor there from and may themselves use materials and plant upon the premises for the completion of the works or may themselves complete the works and upon such entry the contract shall be determined same as to the right and powers conferred upon the Board and the Chief Engineer hereby. The Chief Engineer's certificate under this Clause shall be conclusive proof as between the contractor and the Board of the Statements contained in it.

29.20. Damage and Forfeiture of Security Deposit & Performance Guarantee:

In case of failure on the part of the contractor at any time during the continuance of this contract to comply with any breach of portion of the contract under Clauses above, the contractor shall be liable to make good to the Board the cost of completion of the work by themselves or through other contractor as aforesaid and all other charges and expenses as shall or may in any way be incurred or sustained and the Board shall be at liberty to retain the said sums from any

amount that shall become due and payable to the said contractor and without prejudice to the provisions hereof the said Board shall be entitled to forfeit the security deposit lodged by the contractor with the Board or to assess the loss or damage which they have suffered by the reasons or such failure or loss or damage, without recourse to a court of law and without prejudice to any right of recovery by any other means.

29.21. Removal of materials on completion:

The contractor shall on completion of the works or when directed by the Chief Engineer remove all plants, tools, materials and rubbish which may have been used or may have accumulated during the progress of the works other than those permanently taken into the work and all such rubbish or surplus materials or plant which the Chief Engineer may require the contractor to remove at any time during the progress of the works shall be removed by the contractor within twenty-four hours after the receipt of written notice from the Chief Engineer requiring him to remove the same and in default of compliance with such notice, the Board may forthwith remove all such rubbish, surplus materials or plant at the risk and cost of the contractor.

29.22. Provision of Huts:

The contractor shall not on any account allow any hut erection on any property of the Board or inside the compound area, to be inhabited after sunset by anyone except the watchman required for the works and none of his employees shall sleep at night on any part of the works.

29.23. No interest payable:

No claim for interest will be entertained by the Board with respect to the above mentioned Security Deposit or in respect of any money or balance which may be in the hands, owing to any dispute between themselves or the Chief Engineer and the contractor.

29.24. Time for completion:

The work should be completed in accordance with the provisions of this contract within the period stated in the tender or such extended period as may be allowed by the Chief Engineer under Clause No.25 hereunder and shall not be considered as complete till the Chief Engineer has certified in writing that it has been completed to his satisfaction.

29.25. Extension of Time:

If in the opinion of the Chief Engineer the completion of the work shall be delayed by any strike, stand out or lockout of any workmen employed by the contractor or from any just cause not attributable to the Act, default or commission of, the

contractor, the Chief Engineer may, if in his discretion he shall think fit, either forthwith or at any later time, or from time to time notwithstanding that the prescribed or extended time for completion of the work has expired or that the work has been completed by writing under his hand extend the time for completion of the work to such date as he shall consider reasonable provided always, that the contractor makes a written application to the Chief Engineer at or about the occurrence of delay or in the case of "Force majeure" immediately thereafter and of which satisfactory proof must be submitted or unless the time is extended by the Chief Engineer (whether such application has been made by the contractor or not), the prescribed time shall not be extended, notwithstanding, delays from the foregoing or any other cause or causes, of whatsoever kind, subject nevertheless to the provision that any and every extension of time by the Chief Engineer shall be deemed to be in full compensation and satisfaction for in respect of any and every actual or possible loss, damage or injury sustained or sustainable by the contractor in respect of the cause or causes giving rise to such extension and shall in like manner exonerate the contractor from any claims or demands on the part of the Board for or in respect of the delay in respect of which any such extension of time shall have been made, but not further or otherwise, not for any delay continuing beyond the time mentioned in writing authorizing such extension.

29.26. Liquidated damages for delay in completion:

In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract, or by the expiry of any period of extension granted by the Chief Engineer in terms hereof, the contractor shall pay to the Board as liquidated damages for the delay inclusive of Sundays and all holidays to complete the work and not as penalty as mentioned in Tender Notice for delay in each part of work and the Board shall have power to deduct this amount from his Security Deposit & Performance Guarantee. No alteration which may be made in the work shall be any excuse for any delay in completing the work and will not prevent the deduction of the said liquidated damages unless an extension of time for completing the work shall be allowed by the Chief Engineer in writing when ordering the alteration.

29.27. Chief Engineer's decision final:

The whole of the work done under the contract shall be carried out under the directions of the Chief Engineer and his decision upon all questions relating to Schedule of Quantities and Rates and methods of carrying out the works shall be final and disputes arising under or in connection with the contract including any question as to construction and meaning of this contract or of any clause therein shall also be final and binding upon the contractor whether such decision shall have been given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

29.28. Refund of Security Deposits:

If the contractor shall duly and faithfully carry out the provision of the contract and shall duly satisfy all claims properly chargeable to him, the deposit retained in terms of the contract shall be repaid or paid as the case may be, to the contractor on receipt of a written application from him for the said refund and after completion certificate is issued to him and after fulfilment of all tender conditions. The contractor shall produce the copy of online payment made to the workers employed by him and challans or proof of payment made to the workers under ESIC and EPF system as per prevailing rules and regulations without which security deposits will not be refunded.

29.29. Board's lien:

The Board shall have a lien on and over all the money that may become due and payable to the contractor under these presents, and/or also on and over the deposit or security amount or amounts lodged under this contract and which may become repayable to the contractor under the conditions in that behalf herein obtained, for or in respect of any debt or sum that may become due and payable to the Board by the contractor either alone or jointly with another or other and either under this or under any other contract or transactions of any nature whatsoever between the Board and the contractor.

29.30. Safety Conditions:

The contractor shall comply with all precautions as per I.L.O. Convention (No.62) so far as they are applicable to this contract.

29.30.1. The contractor shall provide all safety equipment such as jacket, safety belt, safety shoes, helmet, gloves etc. to his workers during the execution of work

29.30.2. If the contractor does not follow the safety precautions as prescribed in the tender conditions/ instructed/ required as per construction practices, the contractor will be imposed a penalty of Rs.2,00,000/- per occasion.

29.30.3. If the contractor fails to follow the safety instructions continually for 3 occasions during the execution of any particular work, the contractor shall be debarred for 6 months from participating in MbPA tenders.

29.30.4. During the execution of work if any fatal accidents occurred to the labourers employed by the contractor due to the negligence and also not adhering to the instructions on safety, the contractor shall be blacklisted for minimum 3 years and/ or as may be decided by the Chief Engineer and will not be allowed to participate in any of the tenders of MbPA.

29.30.5. If the labourers are required to work at a height of 20 feet and above, the contractor shall provide safety net as per the site requirement and a separate supervisor shall be posted to monitor the same.

29.31. Revocation of tender before acceptance:

In the event of the tenderer withdrawing his tender before the expiry of **(90)**

Ninety days from the last date of submission of the tender, the bid would be cancelled and the Earnest Money deposited, if any, will be forfeited by the Board.

29.32. Cost of the Stamp Duty:

All contracts for carrying out works will have to be stamped and the successful contractor shall have to pay all cost, charges and expenses for the same.

29.33. Handing over the site:

If for any reason the entire site is not handed over to the contractor and only part of the site is made available, the contractor shall immediately commence the work on the portion of site handed over to him and the period for which the contractor's work is held up or totally stopped for not giving possession of the remaining site shall not be counted for basis of computing the completion period of the contract. The contractor shall however; resume the work immediately after remaining site is available for the work.

29.34. Risk pending completion:

All the works comprised in this contract, until handed over to the Chief Engineer, shall stand at the risk of the contractor who shall be responsible and make good at his own cost all loss and damage caused by fire or any other cause and the contractor shall hand over all the works complete in every respect at the termination of the contract.

29.35. Provision of First Aid Box:

The contractor at his own cost immediately after commencement of work should provide/maintain at the site of works a standard First Aid Box as directed and approved by the Chief Engineer for the use of his own as well as the Board' site staff.

29.36. Fossils etc.:

All fossils, coins, articles, of value of antique and other remains or things of geological, archeological or other value discovered on the site shall, as between the Board and contractors, be deemed to be absolute property of the Board and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal acquaint the Chief Engineer of such discovery and carry out, at the expense of the Board the Chief Engineer's orders to the disposal of the same.

29.36.1.1. The contractor shall take all due care and necessary precautions in the execution of the work and shall make good at his own cost all loss or damage of Port Authority Property or the lives, persons or property of others

from whatsoever cause arising out of in connection with the work. The contractor shall erect barricades on all sides of the building to avoid entry of public avoid the accidents due to falling debris / materials.

29.36.1.2. The contractor must take all necessary steps to ensure that his operations do not in any way interfere with the traffic on the road and MB.P.T. Railways nearby and shall be solely responsible for any damage or accidents caused by such interference.

29.37. Contract Labour:

- 36.1. The contractor shall comply with all the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Rules and Regulations framed there under as amended from time to time, or any rules as on prevailing dated, in so far as they are applicable to this contract.
- 36.2. The contractor shall make his own arrangement for the engagement of all labour, preferably local. In pursuance of Clause No.16 above, the contractor shall also comply fully with the provisions of the payment of Wages Act 1936.
- 36.3. The contractor shall be responsible for the observance by his sub- contractors, of the foregoing provisions.
- 36.4. The contractor will be required to submit evidence of payment of wages to the labour/ workmen in to their bank account, the statement of remittance towards wages, EPF & ESIC for all labours engaged for the subject work along with their bills duly verified by the Executing Engineer. The wages and remittances for ESIC, EPF etc. shall be in accordance with the prevailing labour laws, rules and regulations governing the minimum wages Act without which the security deposits will not be refunded.

29.38. Supply of Water and Electricity:

Mumbai Port Authority may supply the water and electricity if available in the vicinity through metered connection. The services if provided shall be charged as per prevailing rates of MbPA. The contractor shall make his own arrangements for meter, electrical wiring and fulfil the procedures as per MbPA rules and practices of respective departments and sections.

29.39. Festivals and Religious Customs:

The contractor shall, in all dealings with the labour in his employment, have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of the Engineering Department of Mumbai Port Authority.

29.40. Epidemics:

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations and orders as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing

with and overcoming the same.

29.41. Disorderly conducts, etc.:

The contractor shall, at all times, take all responsible precautions, to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works.

29.42. Footwear, Gloves etc.:

The contractor shall, at his own expenses, provide foot wears, helmets, safety belts and gloves for all labour employed on work involving the demolition and dismantling of roof, trusses, walls etc., glass shields for welders etc. to the satisfaction of the Chief engineer or his Assistant.

29.43. Accidents:

The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Chief Engineer or his representative. The contractors shall also report such accidents to the concerned constituted authorities.

29.44. The purchaser shall not be allowed to remove the dismantled materials from the site completely till the removal of all debris and level the disturbed portions upto the existing outside/surrounding ground level and make the area clean etc. to the satisfaction of the Chief Engineer.

29.45. The successful tenderer should furnish information before the award of the contract, whether he himself or any of his partners, or employees had held Class I post in the Mumbai Port Authority within the period of last two years.

29.46. The Board of Mumbai Port Authority shall be at liberty to terminate the contract, if the successful tenderer himself or any of his partners/employees or any of his directors who having held Class I post in Mumbai Port Authority prior to his retirement had failed to obtain the specific permission of the Chairman, Mumbai Port Authority, to undertake an occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provisions of the Mumbai Port Authority Class I employees (Acceptance of employment after retirement) Regulation 1975.

29.47. GST and General Tax:

The purchaser will have to pay **GST** and other taxes leviable on their offer if/ as made applicable by the Government on prevailing date along with the purchase price. **The successful bidder will have to pay these taxes over and above the**

purchase price quoted by him and is required to be paid before commencement of the work.

29.48. **The debris shall not be dumped in MB.P.T. Estate.** If any debris is found dumped anywhere in MBPA Estate, a fine of Rs.50,000/- per lorry load will be recovered from the contractor. The rates quoted by the bidder shall be deemed to include the charges for transporting the debris anywhere outside MbPA estate and MbPA will have NO responsibility of any un-authorized dumping of dismantled materials/debris at anywhere outside MbPA area. The disposal of debris anywhere outside MbPA estate is the sole responsibility of the contractor.

**Chief Engineer
Mumbai Port Authority**

Mumbai Port Authority
Civil Engineering Department

Tender No.:E-86/2023

Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

Undertaking by the Tenderer

To
The Board of Mumbai Port Authority.

1. I/We, M/s. _____ have gone through the tender document carefully and hereby confirm as under.
2. The complete tender set as described in **Instructions for Online Bid Submission** is submitted **without** any defacement, addition, alternation or interpolation.
3. I/We have submitted our tender with Tender cost lodged as described in the Clause No.1 of 'Instructions to tender'.
4. I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
5. I/ We do hereby declare that we have not been blacklisted/ debarred by any Central / state government department or public sector undertaking from taking part in the tendering process.
6. I/We have not made any payment or illegal gratification to any person/ authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the PC Act in connection with the tender.
7. I/We hereby declare that, all information furnished by me/us with 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/our tender shall be summarily rejected without prejudice to the right of the Board of Port of Mumbai to take further action into the matter.

Witness's
Signature: _____
Name: _____
Address: _____

Tel. No.: _____
Date: _____

Tenderer's
Signature: _____
Name: _____
Address: _____

Tel. No.: _____
Mobile): _____
Date: _____

N.B.: *Strike out whichever is not applicable.

**Letter of Application
(On the Letter Head of the Bidder)**

To
The Chief Engineer
Mumbai Port Authority

Sub: Tender No.:E-86/2023 – Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.

1. We hereby request to be qualified with the Mumbai Port Authority as a Tenderer for the subject work under Tender No. E. 86/2023.
2. We authorize Mumbai Port Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor. etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Mumbai Port Authority to verify statements and information provided in this application or regarding our competence and standing.
3. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name: _____
Designation: _____ Telephone: _____ E-mail id: _____
4. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize Mumbai Port Authority to reject our application.
5. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response within the validity period of the subject tender.
6. I/We understand that Mumbai Port Authority reserves the right to reject any application without assigning any reason thereof.
7. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ day of _____ 2021.

(Signature)
(In the capacity of)
Duly authorized to sign the Bid
Response for and on behalf of:
(Name and Address of Company)
Seal/ Stamp of bidder

ELECTRONIC CLEARING SERVICE MANDATE FORM

To:
(Name of Department)
Mumbai Port Authority

From:
(Firm's Name & Address)

Sub: Payment through NEFT/RTGS/ECS system

Ref: Tender No. _____

Kindly arrange the payment of our bills through NEFT/RTGS/ECS system. The details of our bankers are as under:

1. MBPA Registration No./Tender No./:
Party's Bill No. or any other reference
in terms of which payment is due: _____
2. Bank's Name: _____
3. Bank's Address & Telephone Number: _____
4. 9 digit MICR Code No. of the Bank Branch: _____
5. IFSC Code: _____
6. Type of Account:
(Saving/Current/Cash Credit) _____
7. Ledger Folio No.: _____
8. Account No. along with proof:
(photocopy of blank cheque) _____
9. Permanent Account Number: _____
10. Mobile Number: _____
11. Landline No.: _____

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all due to reasons of incomplete or incorrect information, I/We would not hold the Mumbai Port Authority responsible.

Date:

AUTHORISED SIGNATORY
COMPANY SEAL AND STAMP

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of the Authorised
Official of the Bank

Date:

TenderNo.E-86/2023

Technical Bid

**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. E.86/2023 - Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND.**

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 anti-corruption 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 Chairman, MbPA within 8 to 10 weeks, from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall entitle to compensation on the same terms as being extended to / provided to Independent Directors on the MBPA Board.
8. If the Monitor has reported to Chairman, MbPA, a substantiate suspension of an offence, under relevant IPC/PC Act, and the Chairman, MbPA has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Section-9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 10 months after the last payment under the contract, and for all other bidders & three months the contract has been awarded.

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

Section-10 Other Provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.
- Changes and supplements as well as termination notices, need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 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 intentions.

.....
CHIEF ENGINEER

MUMBAI PORT AUTHORITY

(For & on behalf of the Principal)

Place: Mumbai

Date:

Witness-1: (for Principal)

.....
Dy.Chief Engineer,

Mumbai Port Authority

.....
.....
.....
(For & On behalf of Bidder/ Contractor)

Office seal

Place: Mumbai

Date:

Witness-2:(for Bidder/ Contractor)

Name and Address
.....
.....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 Valid Authorized Dealership Certificate from the Foreign Principal/O.E.M. should be submitted by the Indian Agent/Dealer and such firm's name shall be added to the Approved List of O.E.M. and Authorized Dealers.
- 2.0 Registered address of the foreign principal and their Indian Agent should appear in the Authorized Dealership Certificate.
 - i) The tenderer shall submit an undertaking along with their tender offer that they have not made any payment or illegal gratification to any person/authority connected with the tender process so as to influence the tender process and have not committed any offense under the Prevention of Corruption Act in connection with the tender.
 - ii) The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the tender.
- 2.1 MbPA standard payment terms are as per mutually agreed INCO terms.
Agency Commission:MbPA does not agree to pay any agency commission either in Indian or in Foreign Currency.
- 2.2 Failure to furnish correct and detailed information as called for in paragraph 2.0 above may render the concerned tenderer's offer liable for rejection OR in the event of a contract materializing, the same may be liable for termination by MbPA. Besides, a penalty of payment of a named sum OR banning business dealings with MbPA may be levied.

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

Sr. No.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of banning / suspension
5.	Suspension of business dealings
6.	Ground on which banning of business dealing can be initiated
7.	Banning of business dealings
8.	Removal from list of approved agencies – Suppliers/ contractors etc.
9.	Procedure for issuing Show cause notice
10.	Appeal against the decision of Competent Authority
11.	Review of the decision by the competent authority.
12.	Circulation of the names of agencies with whom business dealings have been banned.

1. Introduction

- 1.1 The Board of Mumbai Port Authority (The Board / MbPA), incorporated by The Major Port Authoritys Act, 1963, as amended by Major Port Authoritys (Amendment) Act, 1974 and is an authority within the meaning of article 12 of Constitution of India. MbPA has also to safeguard its commercial interests, MbPA deals with agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MbPA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MbPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Condition of Contract (GCC) of MbPA generally provide that MbPA reserves the rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MbPA to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors (ii) Suspension and (iii) Banning of Business Dealing with Agencies has been laid down in these guidelines.
- 2.5 These guidelines apply to all departments of MbPA.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its prior / inadequate performances or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires

- (i) Party/ Contractor/ Supplier/ Purchaser/ Customer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc. Party/ Contractor / Supplier/ Purchaser / Customer in the context of those guidelines is indicated as 'Agency'
- (ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - (a) If one is a subsidiary of the other.
 - (b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common.
 - (c) If management is common.
 - (d) If one owns or controls the other in any manner.
- (iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For MbPA Banning
The Head of the Department shall be "Competent Authority" for the purpose of these guidelines. Chairman, MbPA shall be 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported material.
 - b) For banning of business dealings with Foreign Suppliers of imported material, MbPA's HOD Committee (MHC) shall be the 'Competent Authority'. The Appeal against the Order passed by MHC shall lie with Chairman as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First

Appellate Authority, it may approach Chairman as Second Appellate Authority.

- d) MbPA Board shall have overall power to take *suo-moto* action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department Investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) List of approved Agencies – Parties / Contractors / Suppliers/ Purchasers/ Customers shall mean and include list of approved registered Agencies – Parties/ Contractors / Suppliers / Purchasers / Customers etc.

4. Initiation of Banning / Suspension

Action for banning/ suspension business dealing with any Agency should be initiated by the department having business dealing with them after noticing the irregularities or misconduct on their part. Besides any department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with MbPA is under investigation by any department (except Foreign Supplier of imported material), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealings with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. It is decided that inter-connected Agencies would also come within the ambit of the order of suspension; the some should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2. The order of suspension shall be communicated to all Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regards to the circumstances of the case, decided otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MbPA, as a whole, to deal with such an Agency pending investigation, the competent Authority may send his

Department (HOD) along with the material available. If HOD considers that depending upon the gravity of the misconduct, it would not be desirable to have any dealings with the Agency concerned an order suspending business dealing may be issued by the Competent Authority, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealing with foreign suppliers of imported material, following shall the procedure.

i) Suspension of the foreign suppliers shall apply throughout MbPA .
ii) Based on the complaint forwarded or received directly by Vigilance Department, if Gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MbPA to continue to deal with such Agency pending investigations. Vigilance Dept. may send such recommendation on the matter to HOD to place before MHC consisting of the following:

1. Head of Finance Department.
2. Head of Executing Department.
3. Head of User Department.
4. Head of Legal Department.

The Committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by HOD.

iii) If MHC opines that it is a fit case for suspension, MHC may pass necessary orders which shall be communicated to the foreign supplier by HOD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence / argument with the Agency at this Stage.

5.7 It is not necessary to give any show cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigation must be completed.

6 Ground on which Banning of Business Dealing can be initiated

6.1 If the security consideration including questions of loyalty of the Agency to the State, so warrants.

6.2 If the Director / Owner of the Agency, Proprietor or partner of the firm is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealing with the Government or any other public sector enterprises or MbPA, during the last five years.

6.3 If there is strong justification for believing that the Directors Proprietors, Partners, owner of the Agency have been guilty of malpractices such bribery, corruption, fraud, substitution of tenders, interpolations, etc.

- 6.4 If the Agency continuously refuses to return/ refund/ the dues of MbPA without showing adequate reason and this is not due to any reasonable dispute which attract proceeding in arbitration of Court of Law.
- 6.5 If the Agency employs a public servant dismissed / removed or employs person convicted for an offence involving corruption or abetment of such offences.
- 6.6 If business dealing with the Agency have been banned by the Govt. or any other public sector enterprises.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts.
- 6.8 If the Agency uses intimidation / threatening or brings under outside pressure on MbPA or its Official in acceptance/ performances of the job under the contract.
- 6.9 If the Agency indulgence in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- 6.10 willful indulgence by the Agency in Supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MbPA or not.
- 6.11 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to MbPA or even otherwise;
- 6.12 Establishment litigant nature of the Agency to derive under benefit.
- 6.13 Continued poor performance of the Agency in several contracts.
- 6.14 It the Agency missuses the premises of facilities of MbPA forcefully occupies tampers or damages the properties including land, water resources forests/ trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. **Banning of Business Dealings.**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the MbPA. However, the Competent Authority can impose such ban if in the particular case banning of business dealings will serve the purpose and achieve its objective and banning throughout the MbPA is not required in view of the local conditions and impact of the misconduct/default. Any ban imposed shall be applicable across the MbPA.
- 7.2 For banning, the proposal should be sent by Head of Executing Department to the CVO setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign suppliers of imported material.

The Vigilance Department shall process the proposal for a prima-facie view in the matter by the Competent Authority nominated for MbPA-wide banning.

The CVO shall get feedback about that agency from the HOD, based on this feedback, a prima-facie, decision for banning/ or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for banning has been taken, the Vigilance Department shall issue a show-cause notice to the agency conveying why it should not be banned throughout MbPA. After considering the reply of the Agency and other circumstances and facts of the case, a final decision for banning shall be taken by the Competent Authority.

7.3 There will be a Standing Committee to be appointed by HOD for processing the cases of Banning of Business Dealings except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Department, the committee shall be consisting of HOD from Executing, Finance, Law& User Department. Member from Executing Department shall be the convener of the Committee. The functions of the Committee shall, inter-alia include.

- i) To study the report of the investigating Agency and decide it a prima-facie case for MbPA-wide / Local unit, wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show cause notice to the Agency by the concerned department.
- iii) To examine the reply to show cause notice and call the Agency for personal hearing if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prime-facie of view that action for banning business dealings with the Agency is called for, a show cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign supplier of imported material.

- i) Banning of the agencies shall apply throughout the MbPA including subsidiaries.
- ii) Based on the complaint forwarded by HOD or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department. After investigation depending upon the gravity of the misconduct Vigilance Department may send their report to HOD to be placed before MHC consisting of the following: -

- (i) Head of Finance Department.
- (ii) Head of Executing Department.
- (iii) Head of User Department.
- (iv) Head of Legal Department.

The committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by HOD.

- iii) If MHC opinion that it is a fit case for initiating banning action, it will direct HOD to issue show-cause notice to the agency for replying within a

reasonable period.

- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by HOD to MHC for consideration & decision.
- v) The decision of the MHC shall be communicated to the agency by HOD.

8. Removal from List of Approved Agencies- Suppliers/ Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies-Suppliers/ Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause, notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requested for inspection of any relevant document in possession of MbPA, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order.
 - a) For exonerating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
 - c) For banning the business dealings with the Agency.
- 9.4 It is to ban business dealing, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to file interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealings, etc. The appeal shall lie to Appellate Authority. Such an appeal shall lie preferred within one month from the date of receipt of the order banning business dealing etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order

which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition/ application filed by the Agency concerning the review of the banning order passed originally by HOD under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the HOD upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business dealings have been banned.

- 12.1 Depending upon gravity of misconduct established, the Competent Authority of the corporate office, may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with the copy of the order of the Competent Authority/ Appellate Authority may be supplied.
- 12.3 If Business dealings with any Agency have been banned by the Central of State Government of any other Public Sector Enterprises, MbPA may without any further enquiry or investigation issue an order banning dealing with the Agencies and its inter connected Agencies.

NON - DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Mumbai the _____, day of _____, 2022

By and between:

The Board of Mumbai Port Authority, incorporated by Major Port Authority Act, 1963, as amended by Major Port Authority Act, 2021 having its Office at Port House/Vijaydeep, Soorji Vallabhdas Marg, Ballard Estate, Mumbai - 400001(hereinafter referred to as "PRINCIPAL") which expression shall unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns of the First Part;

And

_____ (hereinafter referred to as "**Bidder/Contractor**") which term shall include its successors and assigns), of the Second Part.

(**PRINCIPAL and Bidder/Contractor** are individually referred to as a "Party" and collectively as "Parties")

WHEREAS:

1. **PRINCIPAL** is engaged in execution of Contract of Civil Engineering and related works of Mumbai Port Authority.
2. **BIDDER/CONTRACTOR** is engaged in implementation of Civil/ Labor intensive/ Housekeeping works at MbPA.
3. **PRINCIPAL** is desirous of execution of Civil/Labor intensive/Housekeeping works at MbPA from BIDDER/CONTRACTOR. In course of discussion, implementation and providing the Services, Parties will have access to the confidential and / or proprietary data / information of each other. In consideration thereof parties undertake to respect the confidentiality of this confidential information under the terms and conditions set out hereunder.
4. The party disclosing the confidential information is hereinafter referred to as the "Furnishing Party" and the party receiving the confidential information is hereinafter referred to as "**Recipient/Receiving Party**".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The proprietary and confidential information to be accessed by and received by the parties shall be subject to the terms and conditions set out herein below:
Any and all oral, written, electronic, graphic or machine – readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the "Receiving Party" by, or at the direction of the "Furnishing Party" including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of two or more of these generated by the Receiving Party (collectively, the "Information"), will be treated as confidential as provided in this Agreement.
2. For purposes hereof, "Information" shall not include:
 - (a) Information in the public domain at the time that it was provided by the

Furnishing Party or which subsequently came into the public domain other than as a result of breach of this Agreement;

(b) Information obtained from a third party who is authorized to do so;

(c) Information independently developed by the Receiving Party without reference to the Information; or

(d) Information in the possession of the Receiving Party prior to its disclosure by the Furnishing Party to the Receiving Party.

3. All Information:

(a) Shall remain the property of the Furnishing Party;

(b) shall be treated as confidential by the Receiving Party, and the Receiving Party shall take such action as shall be necessary or desirable to preserve and protect the confidentiality of the Information and in any event using means not less than those used to protect its own confidential information;

(c) Shall be used solely for purposes as provided in this Agreement, and for no other purpose; and

(d) shall not be disclosed to any third party other than the Receiving Party and such of its officers, directors, employees, financial advisors, accountants or attorneys necessary on a "need to know" basis (each an "Authorized Person") without the Furnishing Party's prior written consent, and provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof;

Provided however, that prior to disclosing the Information, the Receiving Party shall require each person who receives the Information to be cognizant of and to comply with the terms and conditions of this Agreement.

4. In the event that the Receiving Party or any of its Authorized Persons becomes legally compelled (including, without limitation, by law, rule, regulation or governmental regulatory or administrative or similar agency as part of a judicial or administrative proceeding including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any of the Information, the Receiving Party shall provide the Furnishing Party with immediate written notice of such requirement so that the Furnishing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph. If Furnishing Party fails to obtain injunction or protective order and the Receiving Party provides information due to statute, regulation, Court directive or order of a statutory authority, Receiving Party shall not be held liable to the Furnishing Party for any loss or damage or otherwise.

5. The Receiving Party will only disclose the Information to the personnel / consultants of the Receiving party who have a need to know the Information for their work in connection with the Transaction, provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof.

6. The Receiving Party recognizes that a breach of this Agreement may cause irreparable harm to the Furnishing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, the Receiving Party agrees that in the event of such breach, the Furnishing Party may be entitled to injunctive relief in addition to such other legal including criminal prosecution for such breach or equitable remedies as may be available. Receiving party shall be responsible and liable to the Furnishing party for any unauthorized disclosure or any breach of the terms and conditions herein contained. Receiving party hereby

indemnifies and agrees to keep the Furnishing party saved, defended, harmless and indemnified from and against all costs, charges, expenses and damages whatsoever except exponential or consequential damages.

7. The Receiving Party will not use nor permit the use of the Furnishing Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to the Furnishing Party, in any notices to third parties or in any press release or other public announcement or advertisement, however characterized, without the Furnishing Party's prior written consent.

8. This Agreement shall terminate on the earlier occurrence of (a) Parties entering into a definitive agreement for or (b) parties decide not to enter into business relation for the document management solutions services. Upon termination of this Agreement, the Receiving Party shall, as per the direction of the Furnishing Party either, return or destroy all Information, and no Information shall be stored by the Receiving Party in any form. Notwithstanding the return or destruction of the Information or the termination of this Agreement, the Receiving Party shall continue to be bound by its obligations of confidentiality hereunder for two (2) years from the date hereof.

9. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, understandings, writings, or negotiations, whether written or oral, are hereby superseded. No failure or delay by either party in exercising its rights hereunder shall operate as a waiver thereof. This Agreement may not be waived or amended except by written agreement of both parties.

10. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

11. The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law, shall, be governed by and interpreted in accordance with the laws of India and that any action in any way arising out of this Agreement shall be commenced in an appropriate court having jurisdiction in Mumbai. The prevailing party in any suit hereunder shall recover all related costs, expenses and reasonable legal fees

12. The parties warrant that the signatory signing the Agreement on behalf of the respective parties is duly authorized to do so and irrevocably bind the parties.

**IN WITNESS WHEREOF,
BIDDER/CONTRACTOR**

The duly constituted Attorney of and on behalf of **BIDDER/CONTRACTOR** has hereunto subscribed and set their hands and common seal of **BIDDER/CONTRACTOR** and the _____

Of the Board of the Mumbai Port Authority for and on behalf of the Board has set his hand seal and common seal of the Board hath been hereunto affixed on the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the above named
Shri _____
In presence of

SIGNED, SEALED AND DELIVERED
By the above named
Shri _____
For and on behalf of the Board of
Mumbai Port Authority in
The presence of _____

The Common seal of the Board
Of Mumbai Port Authority
Was affixed in the presence of
Shri _____
Secretary MBPA

Format for Power of Attorney for signing of BID*(Refer Clause 2.1.8)**(To be executed on non-judicial stamp paper of Rs.500/-*

Know all men by these presents, We..... (name of the firm and address of the registered office) 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/ the Lead Member of our Joint Venture (Strike out which is not applicable) 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 BID for the **Tender No.:E-86/2023 Purchase, Demolition and Removal of dismantled materials of building Nos. 11,12,18,19,26 & 27 (6 Bldgs.) at Old Colony, Nadkarni Park and Building No. 29 at Tejas Nagar, Wadala, GWND** by MbPA (the Employer) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Employer 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 until the entering into of the Contract with the Employer.

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 2023.....

Signature of person authorized by Board Resolution

(in case of Firm/ Company)/ partner in case of Partnership firm

(who is delegating the powers in his firm) :

Name :

Designation of the person making this PoA :

Address. :

Accepted by the person on whose name Power of Attorney has been issued.

Signature . :

Name :

Details of the Attorney:.....

.Address. :

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Signature . :

Name :

Address. :

Seal of the Notary :

Registration No. of the Notary :

Date:.....

Witnesses:

- 1.
- 2.

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 Bidder 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 Bidder.*

Form of Bank Guarantee towards Performance Guarantee

Guarantee Bond

1. In consideration of the Board of Mumbai Port Authority incorporated by the Major Port Authority Act, 1963 as amended by Major Port Authorities Act 2021 (hereinafter called 'The Board' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Mumbai Port Authority, its successors and assigns) having agreed to exempt _____ (Name of the Contractor) (hereinafter called the 'contractors') from the demand under the terms and conditions of the contract vide the Board's Chief Engineer's letter No.CE.T-86/2023/___ dated __.__.2023 made between the contractors and the Board for execution of the work of **PURCHASE, DEMOLITION AND REMOVAL OF DISMANTLED MATERIALS OF BUILDING NOS. 11,12,18,19,26 & 27 (6 BLDGS.) AT OLD COLONY, NADKARNI PARK AND BUILDING NO. 29 AT TEJAS NAGAR, WADALA, GWND.**
2. covered under Tender No.E-86/2023 (hereinafter called 'the said contract') for the payment of Performance Guarantee in the form of Bank Guarantee or lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for **Rs. 25,00,000/- (Rupees Twenty five Lakh only)**, we the _____ (Name and address of the Bank) (hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs.25,00,000/- (Rupees Twenty five lakh only), against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.
3. We, _____ (Name of the Bank & Branch) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs.25,00,000/- (Rupees Twenty five Lakh only).
4. We, _____ (Name of the Bank and Branch) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and, the Contractor(s) shall have no claim against us for making such payment.

5. We, _____ (Name of the Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Chief Engineer of the said Board certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before or claim under this guarantee thereafter. This guarantee will remain in force till __.__.2023 (It shall be valid upto 90 days after the date of expiry of the contract period) and unless a demand or suit or action to enforce any claim under the guarantee is made within six months from the date of expiry of this guarantee i.e. on or before __.__.2023, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the contractors renew or extend this guarantee for such further period or periods as the Board may require from time to time.
6. We, _____ (Name of the Bank and Branch) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the courts in Greater Mumbai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
9. This guarantee will remain in force upto and including the date upto __.__.2023 (It shall be valid upto 90 days after the date of expiry of the contract period), and any demand in respect thereof should reach our branch situated in Mumbai limits for encashment not later than the date of expiry of this guarantee.
10. We, _____ (Name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Board in writing.
11. Notwithstanding anything contained herein:
 - (a) our liability under this Bank Guarantee shall not exceed Rs.25,00,000/- (Rupees Twenty five lakh only);
 - (b) this Bank Guarantee shall be valid upto __.__.2023, and

- (c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before __.__.2023 (date of expiry of Guarantee).

Dated _____ day of _____ 2023.

for (Name of the Bank)

Signature & Name & Designation.



Notes:

1. The Guarantee shall be from the Mumbai branch of a Scheduled/ Nationalized Bank.
2. The Contractor should fill in all the details, get the draft verified by the Bank and submit the draft in duplicate for approval within 7 days from the date of receipt of the tender acceptance letter.
3. After approval of the draft, the Contractor should get the Guarantee executed on Stamp Paper and submit the executed Guarantee along with his Partnership Deed or Memorandum of Articles of Association of the Company etc. within 7 days of receipt of approved draft. The Contractor should also send along with the executed Guarantee, a letter from the Bank certifying the authorization of the signatory to the Guarantee.
