



MUMBAI PORT AUTHORITY
General Administration Department
Welfare Division

Supply of Raw Material to Departmental Canteens

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CPP Portal : www.eprocure.gov.in

Important Note:

Any amendments in this tender including the dates, corrigendum, clarifications, if any etc. shall be posted on the website of Mumbai Port Authority & the e-portal of the Govt. of India ie: CPP Portal(<http://www.mumbaiport.gov.in> or www.eprocure.gov.in). The Tenderers are requested to keep themselves informed of the developments by visiting websites regularly.

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INDEX

Sl. No.	Contents	Page No.
a.	Cover Sheet	1
b.	Index.	2
1	Notice Inviting Tender	3-5
2	Instructions to Tenderer for submission of Bids	6-11
3	General Conditions of Contract	11-14
4	Form of Contract (Annexure 1)	16-21
5	Tender Offer Form (Annexure 2)	22-24
6	Undertaking by the Tenderer(Annexure 3)	25
7	Details of Tenderer (Annexure 4)	26-27
8	Annual Financial Turnover of the bidder (Annexure 5)	28
9	Mandate Form (Annexure 6)	29
10	Note (Annexure 7)	30
11	Power of Attorney (Annexure 8)	31
12	Integrity Pact (Annexure 9)	32-36
13	Instructions for Online Bid Submission (Appendix 1)	37-39

MUMBAI PORT AUTHORITY
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Welfare Division

Tender No. OPG/III/2024/3- Onion, Potato & Garlic

NOTICE INVITING TENDER

1. Invitation

- 1.1 Online e-Tenders are invited by the General Administration Department, Welfare Division on behalf of Trustees of the Port of Mumbai (also referred to as Mumbai Port Authority) for supply of raw materials to the Mumbai Port Authority Departmental Canteens for the 12 months period commencing from April 2024 to March 2025.
- 1.2 Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website [https:// www.eprocure.gov.in](https://www.eprocure.gov.in). This website can also be accessed by clicking the link at MbPA's Website <http://www.mumbaiport.gov.in>.
- 1.3 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>.
- 1.4 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>.

2. Tender Activity Sheet

Tender Publishing and Download of Tender Documents	24.01.2024 at 11:00 am
Pre-Bid Meeting date and time	30.01.2024 at 11.00 am at Officers' Canteen, Gr. Floor, Vijaydeep Bldg., S.V. Marg, Ballard Estate, Mumbai - 400001
Last date of submission of Online bid (Bid submission end date)	13.02.2024 till 12:00 noon
Last date of Submission of Tender Fee and EMD	13.02.2024 till 12:00 noon Online payment through payment gateway at https://eplatform.mbptedi.gov .
Tender Opening Date	14.02.2024 at 02:00 pm
Validity of Offer	90 days from opening of Tender.
Earnest Money Deposit	Rs.15,320/- (Rupees Fifteen Thousand Three Hundred Twenty only). Tenderer shall visit https://eplatform.mbptedi.gov.in for making the payment of Tender Fee & EMD.

Note: Mumbai Port Authority reserves the right to change any of the above details at its sole discretion.

3. **Scope of Work**

- 3.1 Contractors are required to supply the raw material as listed in **BOQ schedule-III** at the Central Godown, MbPA at ground floor of Bhandar Bhavan, Mazgaon, Mumbai-400 010 as requisitioned by the Godown Keeper as and when required. Generally one order per month having various items is placed by godown keeper. The contractor should supply the material with quality, standard as described in the Annexure-7 and BOQ schedule-III at the rate quoted and accepted by MbPA, after evaluation with compliance of all tender conditions/contract conditions prevailed in the clause/document. Materials should be as per the approved brand if specified. Whenever applicable the supply should be as per sample approved by the committee.

4. **Purchase of Tender**

- 4.1 The tender document can be downloaded from the Mumbai Port Authority web site <http://www.mumbaiport.gov.in> and the CPP Portal at www.eprocure.gov.in The tenderers are required to pay Rs. 525/- (Rupees Five Hundred and Twenty-Five Only) towards the cost of the Tender Document, through the payment gateway as detailed in Appendix 1 (Instructions for online bid submission). The above charges are inclusive of 5% GST and are **Non-Refundable.**)

- 4.2. The downloading of Tender Documents shall be carried out strictly as provided on the website/ CPP Portal. No editing, addition/ deletion of the contents of the tender set shall be permitted. If any discrepancy is noticed at any stage between the MbPA's printed tender document and the one submitted by the tenderer, the MbPA's printed tender document shall prevail.

- 4.3 Tenderers who are registered Micro and Small Enterprises as classified by Central Government in terms of the Section 7 of MSME Development Act, 2006 and Registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small and Medium Enterprises shall be eligible for issue of tender document free of cost and exemption from payment of EMD.

Under MSE category, only manufacturer for goods and services providers for services are eligible for exemption from EMD & Tender fee. Traders are excluded from the purview of this policy.

- 4.4 The tenderer shall be entirely responsible to download the corrigenda/addenda/amendments/clarifications/extensions of tender due date etc. if any issued by the MbPA, from website/CPP Portal before submission of his offer of the tender document.

- 4.5 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
- 4.6 The tenders shall remain valid for a period of 90 days from the date of opening of Tender.

Manager (HR)
Mumbai Port Authority

MUMBAI PORT AUTHORITY
General Administration Department
Welfare Division

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF BIDS

1. General Instructions

Tenders shall be submitted in the prescribed form in the manner explained below:

- 1.2 The downloading and submission of Tender Documents shall be carried out as mentioned in Appendix-1 and instructions at e-Procurement website <https://eprocure.gov.in>. No editing, addition/ deletion of matter shall be permitted.
- 1.3 Pre-Bid replies / addendum / amendments / errata, etc. including extension of dates if any etc. will be made available at the e-procurement website and tenderers are requested to check and download the same for submission.
- 1.4 Tenderers to note that MbPA shall not be responsible for late receipt of any bid document due to delays for whatsoever reason.
- 1.5 The Schedule of Quantities and Rates (Price Bid Form) must be read carefully along with the Conditions of Contract and the Specifications and all relevant standards. The tenderer shall be deemed to have examined the Instruction to Tenderers, Conditions of Contract and the Specifications in depth and have acquainted himself with all the details without fail.
- 1.6 The quantities entered in the Schedule of Quantities and Rates (Price Bid Form) are approximate only.
- 1.7 The deduction towards Income Tax will be made from your bills in accordance with the provisions of the Indian Income Tax Act as amended by the Finance Act, 1972.
- 1.8 Bidder should submit Power of Attorney for signing of bid as per format at 'Annexure-8'.

1.9 Integrity Pact (Annexure-9):

- 1.9.1 Bidder has to execute Integrity Pact (IP) Agreement with Mumbai Port Authority (as per Annexure-9) on stamp paper of Rs. 100 on award. However, IP Agreement duly signed by Manager (HR) is enclosed herewith. The bidder has to download the IP Agreement, sign, scan and shall upload the same scanned copy of signed IP Agreement along with the bid.
- 1.9.2 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.
- 1.9.3 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 considered 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 assess 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.

- 1.9.4 Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC,
Bungalow No.88, New Motibagh New Delhi 110021
Mobile: 9818916161
Email: shreerajiv1975@gmail.com

AND

Shri V. Kannan, Ex-CMD, Vijaya Bank,
TA-1, Krishna Regency,
Third Floor, Tata Sky Farm,
K.R.Road, Basavanagudi,
Bengaluru 560004
Mobile: 810530555
Email: kannan.venkata@gmail.com

have been nominated as Independent External Monitors (IEM)s for the implementation of Integrity Pact.

2. Earnest Money Deposit (EMD)

- 2.1 The Earnest Money to be deposited in respect of this tender is **Rs.15,320/-**.
- 2.2 The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 90 days from the date of tender opening, the Earnest Money deposited by the tenderer shall be forfeited.
- 2.3 The Earnest Money Deposit (EMD) will be payable online at <https://eplatform.mbptedi.gov.in>. EMD in cash or in the form of Bank Guarantee or in any other form will not be accepted.
- 2.4 Tenders if not accompanied by the requisite Earnest Money Deposit (EMD) and in the manner described at 2.3 above shall be left out of consideration.
- 2.5 No interest will be allowed on sums deposited either as Earnest Money or as contract deposits and no claim or interest and/or loss by depreciation in market value of Security Deposits made in the form of Government or other public securities while in Port Trust custody shall lie against The Board of Mumbai Port Authority.

3. Refund of Earnest Money Deposit (EMD)

- 3.1 EMD of the Tenderers except of first three lowest tenderers, shall be refunded within a fortnight from the date of opening of the Tender.
- 3.2 EMD of other tenderers, i.e. any two among the first three lowest tenderers, will be refunded to them only after acceptance of work order by the successful tenderer. EMD of successful tenderers, will be retained towards part of the Security Deposit.

3.3 The refund of Earnest Money will be effected through ECS. For enabling ECS, the tenderers are required to furnish particulars of the bank to which the amount of EMD is to be credited, in a mandate form (Annexure-6). Tenderers have to surrender the original EMD receipts.

4. **Procedure for Preparation of Tender Document**

4.1 Tender Document shall comprise of following:

(1) Qualifying Documents and (2) Price Bid Form

4.2 Tenderers should note the details of qualifying document given below and the manner in which they need to be submitted - All Licenses mentioned herein shall be provided by the Bidders as applicable, if any License is not applicable, it shall be stated at Annexure-4 as to why and how it is not applicable.

Sr. No.	Name of Document	Online submission
1	Tender fee & EMD OR NSIC/MSE's Registration Certificate	Scanned copy of online payment of Tender Fee & EMD made through payment gateway to be uploaded online. OR Scanned copy of NSIC/MSE's Registration Certificate to be uploaded online.
2	i) Contract Form (Annexure 1) ii) Tender Offer Form (Annexure 2) iii) Undertaking by the Tenderer (Annexure 3) iv) Details of Tenderer (Annexure 4) v) Details of Financial Turnover (Annexure 5) vi) Mandate Form (Annexure 6) vii) Note (Annexure 7) viii) Power of attorney (Annexure 8) ix) Integrity Pact (Annexure 9)	all annexures to be filled, scanned and uploaded as a single pdf document
3	i) PAN Card ii) Registration Certificate of Establishment, Maharashtra Shops and Establishments Act, 1948, if applicable iii) License under Food, Safety and Standards ACT 2006 [fssai] / Proof of Application made for the license along with fees paid iv) GSTN No. (if applicable) v) Purchase order / supporting documents from 1 client.	all documents to be scanned and mandatorily uploaded as a single pdf document
4	Schedule of Quantities and Rates (Price Bid Form)	to be filled and uploaded as Excel document

4.3 **Price Bid**

a. Bidders are requested to note that they should necessarily submit their online financial bid in the format provided in the tender and no other format is acceptable.

- b. The Price Bid Form has been given as a Standard BOQ format with the tender document and the bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid.
- c. Net rates only should be quoted both, in figures and in words against each separate article shown in the schedule. In case of any discrepancy between the rates specified in figures and in words the lower rates will be considered. Rates may be submitted for all or any of the articles.
- d. Only one/single rate against one item shall be quoted.
- e. The prevailing rate of GST should be indicated in the schedule of rate separately.
- f. The rates should be quoted for the specified Makes /Qualities / Brands mentioned in the schedule of tender. The rates quoted for substitutes or equivalents will in no case be considered.
- g. The basic rate should be worked out carefully after perusing Conditions of Contract, Specifications, etc. thoroughly.

h. **Conditions Governing Schedule Rates**

The rates quoted are for net weights (except in cases of such items against which the specifications and/or units in the annexed schedule expressly provided otherwise) and are inclusive of all charges for the vessels and cases containing the articles and goods and all wrappers and packing (which will not be returned to the Contractor except where otherwise specified in the said schedule) also of all charges such as freight, packing, cartage, coolie hire, weighing over or otherwise on accounts of delivery into the Port Trust Godown at ground floor of Bhandar Bhavan, Mazgaon, Mumbai-400 010 and/or as may be directed in the order for the same as specified in the said Schedule also of all Government or Municipal duties or taxes which were in force on the date of submission of the Contractor's tender. Should any Government or Municipal duty or tax be imposed or increased after the said date, and such imposed or increased duty or any part thereof actually be paid by the Contractor or any goods delivered to the Board under the terms of this contract, the Board will pay by way of refund to the contractor and increase on the contract price equivalent to the amount actually paid by him in respect of such duty or tax or increase of duty or tax upon production by the Contractor of the official Government or Municipal receipt evidencing such payment by the Contractor, should any Government or Municipal duty or tax be decreased or remitted after the aforesaid date the Board shall be at liberty to deduct the same from the contract price as will be the equivalent to the decrease of duty or remitted duty.

5. Submission of Online Documents and Price Bid

- 5.1 The downloading and submission of Tender Documents shall be carried out as mentioned in Appendix-1 and instructions at e-Procurement website <https://eprocure.gov.in>. No editing, addition/ deletion of matter shall be permitted.
- 5.2 Pre-Bid replies / addendum / amendments / errata, etc. including extension of dates if any etc. will be made available at the e-procurement website and tenderers are requested to check and download the same for submission.

- 5.3 Tenderer shall scan and upload all information and documents sought for in para 4.2 above.
- 5.4 Bidders are requested to note that they should necessarily submit their online financial bid in the format provided in the tender and no other format is acceptable.
- 5.5 The Price Bid Form has been given as a Standard BOQ format with the tender document and the bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid.
- 5.6 If the Price Bid Form is found to be modified by the bidder, the bid will be rejected.
- 5.7 **Note:** Tenderer is responsible to 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. Any shortfall in submission of the said Addendums/ Amendments / Errata along with the downloaded documents while submitting the Tender may not be considered. For any details /clarification Canteen Section can be contacted at e-mail ps.patil@mumbaiport.gov.in
6. Tenderers who are registered Micro and Small Enterprises as classified by Central Government in terms of the Section 7 of MSME Development Act, 2006 and Registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small and Medium Enterprises shall be eligible for issue of tender document free of cost and exemption from payment of EMD.

Under MSE category, only manufacturer for goods and services providers for services are eligible for exemption from EMD & Tender fee. Traders are excluded from the purview of this policy.

7. Submission of Samples Against Tender

- 7.1 In cases in the accompanying schedule in which samples are called for from tenderers, samples must be delivered in the Welfare Division, Canteen Section before the closing time and date advertised for the receipt of the tender. Instructions regarding submission of samples/ Brand details are detailed in Annexure '7' and Tender Activity Sheet. All such samples are to be free of cost and the same must be securely sealed, clearly labelled with the name of the Tenderer and submitted in such quantities as mentioned in Annexure '7'.
- 7.2 Acknowledgement should be obtained from Assistant Supdt. / TCCC for samples sent to the Canteen Section, Welfare Division, 2nd floor, Vijay Deep Building, Mumbai -1. In the absence of receipt of any sample, any claim that the sample has been delivered, will not be entertained.
- 7.3 The samples submitted by a bidder if not found to be satisfactory by the Sample Testing Committee, the bidder will get one chance to replace the rejected sample within one day (within office hours- 10:30 a.m. to 5.30 p.m.) from the date of

intimation, to match the MbPA specification."

- 7.4 Wherever the tender is considered on aggregate basis, all samples in technical scrutiny must be submitted by the bidder and approved by the "Sample Testing Committee". However Tender Committees decision will be final and binding on the tenderer.
- 7.5 In case of branded items, tenderer should quote for only those brands mentioned in schedule. Brands for which rates are quoted should be clearly indicated.
- 7.6 In case of any change in name of the Brand/ Company, due to take over/ merger or change in name of manufacturer/ packaging by company, the same will be accepted on submission of documentary proof to that effect, by the tenderer which will be subject to verification by MbPA on ascertaining market condition during the period of contract.

8. Opening of Tenders (Bids)

- 8.1 Tenders will be opened on the dates specified in the Tender Activity Sheet under Notice Inviting Tender.
- 8.2 The Tenders will not be opened and considered in case Tender Fee & EMD is not submitted.
- 8.3 The offers of ineligible Tenderers / rejected samples will not be considered and no correspondence in this regard will be entertained.
- 8.4 Tenderers should note that in the event of only single tender offer being received, the Tendering Authority may extend the bid opening date which will be communicated vide the notification on CPP Portal.
- 8.5 Even after extending the date of opening of tender, if no additional offers are received the tender may be re-invited.
- 8.6 The Administration does not bind itself to accept the lowest tender, the whole of a tender or any tender. It further reserves to itself the right to accept any tender in whole or in part at its option.

9. Scrutiny of the Bid

- 9.1 Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required Tender Fee & EMD have been furnished, whether the documents have been properly furnished.
- 9.2 The Tendering Authority may ask the bidders who have not in recent 5 years supplied to the Mumbai Port Authority the article/ articles in the tender for which they have quoted for additional information, visit the Bidders site and / or arrange discussions to verify claims made in the documents submitted. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.

10 Evaluation of Tenders

10.1 Manager (HR) or his authorised representative MbPA shall evaluate the tenders. Decision of the Competent Authority in evaluation shall be final. During evaluation of bids, the Tendering Authority or his authorised representative may, at its discretion, ask the Bidder for a clarification of his bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

11. General Conditions of Contract

11.1 Any tender containing a conditional clause contrary to requirement or making stipulations not provided for in this tender or schedule will be summarily rejected.

11.2 During the scrutiny of tenders received, should the Manager (HR) / Manager (HR)'s authorised representative find it necessary to seek any clarification, technical or otherwise the tenderer shall furnish such clarifications promptly within the time stipulated by MbPA. Failure to provide the same may result in keeping such tenderers bid out of consideration.

11.3 The successful tenderer will be issued a letter of intent. Upon lodgement of Security Deposit and **requisite stamp duty**, a detailed letter of acceptance will be issued. The official communication of acceptance of tenders by the Manager (HR), General Administration Department, Welfare Division, Canteen Section in the form of letter of intent/acceptance letter/purchase order/fax/e-mail shall constitute a binding contract between tenderer and Mumbai Port Authority.

11.4 The successful tenderers will have to pay the appropriate amount in cash per tender for pasting adhesive stamp on the original letter of acceptance.

11.5 Particular attention is also called on the special clause 1 in the contract form which has been inserted to meet the possibility of Government Price Control being introduced in regard to any of the articles for which tenders are sought after tenders have been accepted.

11.6 The Mumbai Port Authority Administration is a registered dealer under Goods and Services Tax. In the event of the supply of taxable goods being obtained from the unregistered dealers, the Mumbai Port Authority will be required to pay reverse tax to GST Authorities on the said goods. Thus, cost of goods will be reduced by inherent taxes included in the same.

11.7 In case of adjustment for changes in legislation the contract price shall be adjusted to take account of any increase or decrease in applicable taxes resulting from change in the laws (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official government interpretation of such law, made after cut-off date (21 days prior to submission of tender) which affect the contractor in the performance of his obligations under the contract. If the contractor incurs (or will incur) additional applicable taxes as a result of the changes in the laws or in such interpretations made after cut-off date the contractor shall give notice and

shall be entitled to payment of such taxes arising out of such changes in legislations.

- 11.8 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. (Refer "Undertaking by the Tenderer" Annexure '3' of Tender Document).
- 11.9 The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the tender.

12 Extension of Contract

If in the opinion of Manager (HR), MbPA if the contract is required to be extended beyond the contract period stated in Tender Notice, on the same terms & conditions and rates, he can extend / renew the same for a further period of 3 months.

13 Security Deposit

- 13.1 On the acceptance of the contract, the Security Deposit @ 5% of total contract value will be required to be made. The contract deposit will be in the form of Bankers Cheque or Demand Draft of Nationalised/Scheduled Banks, duly pledged in the name of "The Board of Mumbai Port Authority".
- 13.2 The Security Deposit, shall be lodged by the Contractor within 14 days from the date of award of contract.

13.4 Failure to lodge Security Deposit

Unless the Security Deposit, is furnished by the Contractor within 14 days from the date of award of contract, the contract is liable to be terminated and the MbPA shall be at liberty to debar / blacklist the contractor to bid for any MbPA contracts in future.

- 13.5 In case of exigencies MbPA will be free to place order against the Letter of Intent. In this case the payment to supplier will be released only after lodgment of Security Deposit.

13.6 Refund of security deposit

Upon the expiry of contract period, the Security Deposit herein will be refunded to the Contractor, provided there are no breaches of any conditions of the contract as on the date of completion of contract period and only after final bill for the work has been certified by Manager (HR)'s representative excluding any claims referred to pending settlement.

13.7 No interest payable

No claim for interest from the contractor will be entertained by the MbPA in respect of any deposits or with respect to any moneys or balances which may be in the hands of the MbPA owing to any dispute between the MbPA and the Contractor, or with respect to any delay on the part of the MbPA in making monthly or final payments or otherwise.

14 **Customs and Security requirements**

The Contractor shall comply with all the regulations imposed by the Customs and Port Security Authorities in respect of the passage of vehicles, material and personnel through Customs' barriers. (In case of daily supplies within the Docks area). Tenderer supplying materials inside the Docks premises is required to comply with the following procedure at Dock gate.

- i] Possession of valid Dock Entry Permit.
- ii] Checking of vehicles (four-wheeler / two-wheeler) carrying provisions and copy of challans thereof by the Gate staff and Customs staff.
- iii] Submission of list of material to be taken inside the Docks.

15 **Board's lien**

The Board of Mumbai Port Authority shall have a lien on and over all or any moneys 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 paid under the contract and which may become repayable to the Contractor under the conditions on that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other, and either under this or under any other contracts or transactions of any nature whatsoever between the Board and the Contractor.

The instructions to the tenderers prefixed hereto shall be deemed to be incorporated herein and shall unless contrary to or inconsistent with the provisions hereof be deemed to be a part of this contract and this contract shall be read and construed accordingly.

16 **Force Majeure**

(i) The contractor shall not be liable for forfeiture of Security Deposit, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an even of Force Majeure.

(ii) For purpose of this clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(iii) If a Force Majeure situation arises, the contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17 **Contract Agreement**

The Contractor will be required to enter into a formal Agreement with the Board, with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. The Contract Agreement will be prepared by the MbPA as per the format enclosed.

**Manager (HR)
Mumbai Port Authority**

ANNEXURE-1

FORM OF CONTRACT FOR THE SUPPLY OF

TO THE MUMBAI PORT AUTHORITY FROM
_____ TO _____

ARTICLES OF AGREEMENT made at Mumbai and entered into this _____ day of _____ Two Thousand _____ between _____ carrying on business as a sole proprietary / in partnership in the firm name of style of _____ a Company registered under the Indian Companies Act, 1956 and having its registered office at _____ (hereinafter called "The Contractor" which expression shall include the Company/person named and his/their respective heirs, executors and Administrators or its successors and Administrators or its successors and assigns as the case may be where the context so admits or required) of the one part and The Board of Mumbai Port Authority incorporated by the Major Port Trust Act, 1963, as amended by the Major Port Trust (Amendment) Act, 1974 (hereinafter called "the Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the said Board of Trustees and its successors and assigns) of the other part WHEREAS the Contractor had submitted his quotation by his tender dated the _____ day of _____ which tender was subject to the terms and conditions mentioned in his said tender and which tender is subject to the said terms and conditions was accepted by the Board in respect of items Nos. _____ of the Schedule to the said tender (hereinafter referred to as "the said goods") by the letter of its Manager (HR)'s, General Administration Department, Welfare Division, Canteens Section bearing No. _____ dated _____ AND WHEREAS the Contractor has/have deposited with the Board a sum of Rs. _____ (Rupees _____) as Security for the due performance of this contract. AND WHEREAS it has been agreed by and between the parties hereto that the said terms and conditions should be deemed to be incorporated herein and to be a part of these presents. NOW THESE PRESENTS WITNESS that it is hereby mutually agreed by and between the Contractor and the said Board as follows that is to say:-

Period - 1. For and during the terms 12 months be computed from the first day of April 2024 and to terminate on last day of March 2025. The said Contractor shall and will at his own proper costs and charges supply articles and goods of the nature and description specified in the Schedule hereto annexed at the respective rates therein mentioned and, in such quantities, as may from time to time be required. The said Schedule shall be taken as part of this contract. The said articles and goods shall be delivered into the Port Trust Godown at ground floor of Bhandar Bhavan, Mazgaon, Mumbai-400 010 and/or as may be directed in order for the same. The contractor hereby expressly agrees and declare that the mention of quantities in the said Schedule shall not in any way be taken as qualifying or affecting his liability to supply as much the articles and goods mentioned in the said Schedule as may be ordered, and it is hereby further agreed that the Board may order, and the contractors shall supply quantities upto 10% in excess of their tender/ contract requirements individually of each item and or 10% of the aggregate value of the tender whichever is higher.

1. Government Price Control

This Agreement is made on the clear understanding by both parties hereto that if Central or State Government introduces controlled prices for any of the items which are subject matter of this Agreement at any time during its currency, such controlled prices shall, unless Government's control orders forbid, henceforth be deemed to be the prices hereunder for those particular items but the contract shall otherwise remain fully in force unaffected except that if the controlled prices are expressed in some different form to that used in the Schedule to this Agreement, the latter price shall be recalculated so as to confirm to their controlled price system of calculation. In order to resolve any doubts, it is hereby declared that any such change as aforesaid in any of the prices of items hereunder, whether by way of increase or decrease shall not entail any alteration in the deposit to be held by the said Board hereunder.

2. Time for compliance of requisitions

Except as otherwise specified in the Schedule hereunder, each order issued by the Manager (HR), MbPA shall be complied within full seventy-two hours and each order that is marked "URGENT" shall be complied within full twenty-four hours after the receipt of the same by the contractor. When hours are mentioned in the said order, they shall be taken consecutive hours and not working hours.

3. Conditions governing Schedule Rates

The rates quoted are for net weights (except in cases of such items against which the specifications and/or units in the annexed schedule expressly provided otherwise) and are inclusive of all charges for the vessels and cases containing the articles and goods and all wrappers and packing (which will not be returned to the Contractor except where otherwise specified in the said schedule) also of all charges such as freight, packing, cartage, coolie hire, weighing over or otherwise on account of delivery into the Port Trust Godown at ground floor of Bhandar Bhavan, Mazgaon, Mumbai-400 010 and/or as may be directed in the order for the same as specified in the said Schedule also of all Government or Municipal duties or taxes which were in force on the date of submission of the Contractor's tender. Should any Government or Municipal duty or tax be imposed or increased after the said date, and such imposed or increased duty or any part thereof actually be paid by the Contractor or any goods delivered to the Board under the terms of this contract, the Board will pay by way of refund to the contractor and increase on the contract price equivalent to the amount actually paid by him in respect of such duty or tax or increase of duty or tax upon production by the Contractor of the official Government or Municipal receipt evidencing such payment by the Contractor, should any Government or Municipal duty or tax be decreased or remitted after the aforesaid date the Board shall be at liberty to deduct the same from the contract price as will be the equivalent to the decrease of duty or remitted duty.

4. Quality of articles

In case of branded items, the materials supplied should be fresh having sufficient shelf life. All of the said articles and goods shall be of unexceptionable quality and equal in every respect to the standard samples which may be seen in the said Godown of The Mumbai Port Authority or in cases in which samples submitted by the said contractor and approved, accepted and retained by the said Manager (HR), MbPA in the Central Godown Mumbai Port Authority. All the branded items must be supplied in the original company packs with details of manufacture, best before date, fssai details etc...

5. Rejection of articles

Supplies shall be of the exact quality and description, as per specification in the tender and in original company packing, if branded and may be rejected as unsuitable by the said Manager (HR), MbPA, without being required to give any reason for such rejection and the decision of the said Manager (HR), MbPA shall be final and conclusive in the event of any dispute arising regarding all matters connected with this contract.

6. Removal of rejections

All rejected articles or goods shall lie on the Port Trust premises at the risk of the Contractor and shall be removed from the said premises by the said contractor within seventy-two hours of the rejection of the said goods by the Manager (HR), MbPA. If the said contractor fails to do so within the seventy two hours as aforesaid, the said Manager (HR), MbPA or his authorised representative may cause such rejected goods to be removed or otherwise dispose of in any manner the said Manager (HR), MbPA shall think fit at the said contractor's risk and the said Contractor shall pay all expenses incurred by the Board in or about such removal or disposal.

7. Penalty for default in supply

In case any of the said articles or goods are rejected, or in case there is any default in supplying the same as aforesaid on the part of the Contractor, the Manager (HR), MbPA shall be at liberty to procure all such articles or goods as may be required in lieu thereof and as may be considered suitable by the said Manager (HR), MbPA or his authorised representative from the other party or parties and the said Contractor shall upon demand pay unto the said Board the difference in price and all such charges and expenses as shall or may in any case be incurred or sustained in and about procuring providing or supplying such articles or goods together with a sum equal to six percent upon the amount of all such difference in price charges and expenses which latter case is to be taken as compensation for office charges and for other expenses, damages and loss sustained by the Board in consequence of such rejection or default as aforesaid PROVIDED nevertheless that if the amount of office charges and other expenses, damages and loss which may be sustained by the said Board, as aforesaid shall exceed the said sum equal to six percent hereinbefore referred to them the said Contractor shall in lieu of the said sum pay to the said Board the full amount of all such charges, expenses, damages and loss and the said Board shall be at liberty to recover and enforce payment thereof. And the said Board shall be at liberty to retain the said sums from the amounts of any bills that may or shall become due to the said Contractor or from the amount of Security Deposit, deposited with the Financial Adviser and Chief Accounts Officer of the said Board by the said Contractor before the execution hereof as Security for the due performance of these presents.

8. Penalty for Breach of Contract

In case of any breach of this contract on the part of the Contractor in any manner whatsoever or in case he becomes insolvent, the Board shall be at liberty to determine and put an end to this Agreement nevertheless without prejudice to the right of the said Board to damages on account of non-fulfilment of the contract.

9. **Prohibition against unauthorised dealings and Payments**

The Contractor shall not be directly concerned or in any way deal with any officer, servant or other person employed by or under the authority of the Board in arranging for the supply of or in supplying articles or goods hereby contracted for or otherwise unless by the orders and directions of the said Board or their Agents duly authorised. Nor shall he either directly or indirectly give or promise to pay or give permit to be given to any person or persons in any Department of the Port Trust money or any gratuity fee or reward which might be considered to have reference to any matter or thing in anyway connected with the performance of this Contract. Nor shall he assign over the present contract or any part thereof or in any manner allow any other person or persons to interfere in the management or performance thereof without the special licence of the said Board or of their Agents duly authorised in writing first had and obtained thereto.

10. **Tendering of Bills for supplies**

The bill for the articles supplied under this contract during the calendar month shall be preferred in triplicate on the standard Mumbai Port Authority, General Administration Department, Welfare Division bill forms by the Contractor to the Manager (HR), Welfare Division, Canteen Section and their settlement shall be made through the trustee's Financial Adviser and Chief Accounts Officer.

11. **Retrenchment from Bill**

The amount or retrenchments (if any be made by the auditing authorities of the Port Trust on account of overcharges in the Contractor's bill or supplies made under this engagement) shall be recovered either directly from the said Contractor or from the first bill subsequently presented for payment. And if such retrenchments or any portion thereof are thereafter remitted, the amount so remitted if recovered will then be refunded to the said Contractor.

INDEMNITY AGAINST CLAIMS UNDER WORKER'S
COMPENSATION ACT, VIII, 1923 AS AMENDED BY
ACT XV OF 1933.

12. In consideration of the premises the Contractor shall hold the Board harmless and indemnified from and against all claims, costs and charges for which the said Board shall be liable under the Workmen's Compensation Act, 1923 as amended by Act XV of 1933 and all expenses to which they shall be put thereunder both in respect of personal injuries (within the meaning of the said Act) to employees and servants of the said contractor arising out of or occasioned caused during the currency of this Agreement through the acts or omissions whether due to negligence or not of the said Contractor and/or of the Board and/or of their respective servants and employees and in respect of personal injuries (within the meaning of the said Act) to employees and servants of the said Board, arising out of the occasioned during the caused currency of this Agreement through the acts of omissions whether due to negligence of not of the said Contractor and/or his/their servants and employees. This indemnity shall be in addition to and not in lieu of any indemnity to which the said Board shall be entitled at law.

13. The Manager (HR), MbPA may from time-to-time delegate to any other officer the exercise of any of the powers vested in the said the Manager (HR), under the contract and may revoke any such delegation.

14. The Contractor shall in all respects comply with the provisions of the Contract Labour (Regulations and Abolition) Act, 1970 and the rules and Regulations thereunder as amended from time to time.

15. The deduction towards Income Tax will be made from your bills in accordance with the provisions of the Indian Income Tax Act as amended by the Finance Act, 1972.

15 A. Contractor's/Contractors' permanent Income Tax Number (PAN) is _____.

16. The said Board shall and will pay or cause to be paid for all such articles and goods as shall be supplied by the said Contractor and shall be approved and accepted by the said Board or by the Manager (HR), MbPA under or by virtue of this agreement at the rates and prices particularly specified and contained in the said Schedule hereto annexed.

17. **Board's Lien**

The Board of Mumbai Port Authority shall have a lien on and over all or any monies that may become due and payable to the contractor under these presents, and/or also and over the deposit or security amount or amounts paid under this contract and which may become repayable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the said Board by the contractor either alone or jointly with another or other and either under this or under any other contracts or transaction of any nature whatsoever between the Board and Contractor.

18. The instructions to the tenderers prefixed hereto shall be deemed to be incorporated herein and shall unless contrary to or inconsistent with the provisions hereof be deemed to be a part of this contract and this contract shall be read and construed accordingly.

IN WITNESS whereof the said contractor/s has/have hereunto subscribed and set his/her/their hand and seal and the Manager (HR) MbPA on behalf of the Board has set his / her hand and seals and the common seal of the said Board has been affixed the day and year first above written.

Signed, sealed and delivered)
by the above named)
)
)
In the presence of)
)
)
)
_____)
Signed, sealed & delivered by)

SIGNATURE OF CONTRACTOR/s

Manager (HR))
on behalf of the Board of Mumbai)
Port Authority)
)
)
In the presence of)
)
)
)
_____)
MUMBAI PORT AUTHORITY)

MANAGER (HR)
MBPA

The Common Seal of the Board of
Mumbai Port Authority
was affixed in the presence of

ANNEXURE-2

TENDER OFFER FORM FOR THE SUPPLY TO THE MUMBAI PORT AUTHORITY
OF _____ FROM _____ TO _____

To,
Manager (HR),
General Administration Department,
Welfare Division,
Mumbai Port Authority

Dear Sir,

I/We hereby offer to supply the Mumbai Port Authority with any one or more of the articles referred to in the accompanying Schedule which may be selected without reference to any of the other items at the prices quoted opposite each item, in the said Schedule for 12 months period commencing from the date of award of contract.

2. I/We have examined the details of all articles to be supplied and have carefully noted the "Instructions to the Tenderers", Conditions of Contract, the Contract Form, Annexures and the Schedule of Quantities and Rates (Price Bid Form) and I/we agree to comply with the same in all respects.

3. Should my/our offer be accepted for the supply of the whole or any of the articles or goods enumerated in the said schedule, I/we agree to enter into a contract (in duplicate) in the form herein which will be prepared by the Chief Law Officer and Advocate, Mumbai Port Authority at my/our cost in all respect and agree to pay the appropriate amount being the amount of his / her charges for drafting the contract such charges being payable only if the value of the contract exceeds Rs. 1,500/- and accept the following further conditions: -

(i) The rates quoted are for net weights (except in cases of such articles against which the specifications and/or units in the annexed schedule expressly provided otherwise) and are inclusive of all charges for the vessels or cases containing the articles and all wrappers and packing which will not be returned to the Contractor (except where otherwise specified in the said Schedule) also of all charges such as freight, packing, cartage, coolie-hire, weighing over or otherwise on account of delivery into the Mumbai Port Authority Godown at ground floor of Bhandar Bhavan, Mazgaon, Mumbai-400 010 and/or as may be directed in the order for the articles or goods or as specified in the said Schedule also of all Government or Municipal duties or taxes which are in force on the date of submission of this tender. Should any Government or Municipal duty or tax be imposed or increased after the said date, and such imposed or increased duty or any part thereof actually be paid by the contractor or any goods delivered to the Board under the terms of this contract, the Board will pay by way of refund to the contractor an increase on the contract price equivalent to the amount actually paid by him in respect of such duty or tax or increase of duty or tax upon production by the contractor of the official Government or Municipal receipt evidencing such payment by the contractor. Should any Government or Municipal duty or tax be decreased or remitted after the aforesaid date, the Board shall be at liberty to deduct so much from the contract price as will be equivalent to the decrease of duty or remitted duty. I/We fully understand the possible effect of Government price control hereafter as set out in Clause 1 of the Agreement form.

- (ii) I/We guarantee that the articles quoted for by me/us shall be of unexceptionable quality and equal in every respect to the standard samples exhibited to me/us by you or in respect of articles for which samples are specifically called for from me/us to the samples submitted by me/us and approved, accepted and retained by you.
- (iii) It shall be open to you to reject as unsuitable the said articles or goods or any of them, without assigning any reasons for such rejection and I/we bind myself/ourselves to accept your decision as final and conclusive in the event of any dispute arising in regard to this tender and contract and all or any of the matters connected therewith.
- (iv) I / We agree to comply each order issued by the Manager (HR), within full seventy-two hours and each order that is marked "URGENT" shall be complied within full twenty-four hours after the receipt of its intimation.
- (v) In case there is any default in the supply of the said articles or goods, you shall be at liberty to purchase the above from elsewhere at my/our risk and expenses or any such articles or goods as may be required in lieu thereof, of the same or other description or quality approved by you.
- (vi) I/We undertake to lodge a deposit by crossed Banker's cheque or demand draft or Pay Order to such extent as you may in your absolute discretion require and execute the requisite contract form annexed hereto within fourteen days of the notice of acceptance being sent to my/our address.
- (vii) In the event of my/our withdrawing the tender before the expiry of ninety days from the date of Tender Opening, said tender shall be cancelled .and in the event of my/our failing to execute the formal contract in respect of all the articles for which the tender is accepted by the Administration within fourteen days after such acceptance shall be made known to me/us or of notice, thereof sent to my/our address, the tender entirely will be cancelled, without prejudice to the rights of the Administration to recover damages.
- (viii) In the event of my/our tender being accepted, I/we undertake to lodge Security Deposit @ 5% of Contract amount with you within 14 days of being intimated of the acceptance of the tender failing which, we will be suspended for the period of time specified in the request for bids documents from being eligible to submit bids for contracts with MbPA.
- (ix) In case of exigencies MbPA will be free to place order against the Letter of Intent. In this case the payment to against supplies made will be released only after lodgment of Security Deposit.
- (x) That the Administration does not bind itself to accept the lowest tender, the whole of the tender or any tender neither will it assign any reason for the rejection of any tender or part of a tender.
- (xi) That the quantities shown in the Schedule annexed to this tender are approximate only and the Administration will take such articles or goods only if required and, in such quantities, as you may order from time to time. Board may order, and the contractors shall supply quantities up to 10% in excess of their tender requirements individually of each item and or 10% of the aggregate value of the tender whichever is higher.
- (xii) That I/we shall not assign the benefits of the contract without your express sanction.
- (xiii) That the cost of stamping the contract shall be borne by me/us.
- (xiv) That the Administration reserves to itself the right to cancel my/our contract at any

time should I/we not strictly adhere to the terms thereof.

4. The amount of **Rs.15,320/- (Rupees Fifteen Thousand Three Hundred Twenty only)** has been paid as Earnest Money in connection with this tender. I/We note that this amount will be refundable only after the execution of the Contract by me/us, if this tender is accepted or after receipt of intimation of its rejection.

5. The official communication of acceptance of tenders by the Manager (HR), MbPA in the form of letter of intent/acceptance letter/purchase order/fax/e-mail shall constitute a binding contract between me/us and Mumbai Port Authority.

6. * (a) Mine is a proprietary firm and I am the sole proprietor of the firm. My firm is / is not registered with the Registrar of firms. My full name and age are as detailed below:

Name: _____ Age : _____ years

* (b) Ours is a partnership firm and the names of all major partners are given hereunder:

	Name	Age
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

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

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

Proposed contract is intended to be signed by a duly Constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

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

Yours faithfully,

Signature: _____

Full Name/s: _____

Address: _____

Permanent Income Tax A/c No. _____

GST No . _____

Telephone No. _____

Fax No. _____

Stamp of the firm:

* Strike out whichever is not applicable.

ANNEXURE-3

Undertaking by the Tenderer

To,
The Manager (HR),
MbPA.

1. I / We M/s. _____ have gone through the tender document carefully and hereby request to be qualified with the Mumbai Port Authority as a Tenderer for Supply of _____ to MbPA Departmental Canteens.
2. I/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. I/We have submitted our tender with Earnest Money Deposit lodged as described in the Clause No.2 of 'Instructions for Preparation and submission of 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 the 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 Mumbai Port Authority to take further action into the matter.

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

Tel. No. : _____
Mobile No. : _____
Email ID : _____
Date : _____

ANNEXURE-4
Details of Tenderer

Sr. No.	Description	Details
1)	Name and Registered Address of the Company / Firm	
2)	Telephone Nos., Fax,	
3)	E-mail Website, if any	
4)	Name of Signatory to the Tender: (on whose name Power of Attorney has been issued) Position held in the firm: Mobile No.:	
5)	PAN No.	
6)	GSTN Number (if applicable)	
7)	<u>Details of Shop/ Godown/ Manufacturing Unit-</u> (i) whether rental or ownership (ii) Premises / space available in square feet (iii) Number of employees / delivery boys employed (iv) Details of delivery vans owned, if any.	
8)	Number of years in business dealing in the article /articles for which quoted.	

2. **Details of licenses not applicable alongwith reason are as under :**

Sr. No.	License Description	Reason for not applicable

3. List of Clients (For a period of last Three years):-

S.N.	Name and Address of the client with Tel. No.	Contact Person and Contact Number	Name of item supplied	Total Value of the Contract (In Rs.)

(Separate pages may be taken to elaborate the projects undertaken)

Signature of the Tenderer : _____

Name of the Signatory : _____

Mobile Number : _____

Capacity in which the bid is signed : _____

(Proprietor / Partner / Director /Power of Attorney Holder /Other _____ Specify)

Date : _____

Seal of the Tenderer / Firm : _____

ANNEXURE-5

ANNUAL FINANCIAL TURNOVER OF THE TENDERER

During Last Three Years Ending 31.03.2023

Financial Year	Financial Turnover Rs. in Lakhs
2020– 21	
2021– 22	
2022– 23	
Average Annual Turnover	

Note: Seal and Signature of Chartered Accountant is a must.

Chartered Accountant's
Name:

Tenderer's
Name:

Signature:

Signature:

UDIN No.

& Seal:

& Seal:

Date:

Date:

Note: Tenderer may alternatively submit duly audited Annual Accounts of the firm for last 3 financial years (i.e: 2019–20, 2020-21, 2021-22) duly certified by a Chartered Accountant.

ANNEXURE-6

MANDATE FORM FOR ECS PAYMENT / REFUND

From (Firm's name with full address)

To _____
Mumbai Port Authority

Sub: Payment through NEFT/RTGS/ECS system.

Ref: No. _____.

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

- (i) MbPA Registration No./Tender No. or Party's Bill No. or any other reference in terms of which payment is due : _____
- (ii) Bank's name : _____
- (iii) Bank's address and telephone number : _____
- (iv) 9 digit MICR code No. of the bank branch : _____
- (v) IFSC : _____
- (vi) Type of account : _____
(Savings / Current / Cash Credit)
- (vii) Ledger Folio No. : _____
- (viii) Account No. along with proof : _____
(photocopy of blank cheque)
- (ix) Permanent Account Number : _____

Authorised Signatory _____

Date: _____

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

Bank's Stamp

Signature of the Authorised

Date :

Official of the Bank

Annexure-7

Tender No. OPG/III/2024/3

Note:

1. Basic rates and GST where ever applicable should be shown separately under the column given. Tender will not be considered if not mentioned under the specific column. They must include packing, delivery, cost of Containers and all other incidental charges. All extras shall be deemed to have been included in the rates.
2. The quantities in this Schedule are approximate only and the Manager (HR) will take such articles or goods only if and when required and in such quantities as he may order from time to time.
3. The tenderer must quote for all items and tender will be considered in aggregate.

ANNEXURE 8

POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on Non-Judicial Stamp Paper of Rs. 500/-)

To,

The Manager (HR),
Welfare Division, 2nd Floor,
Vijay Deep Building, S. V. Marg,
Ballard Estate, Mumbai - 400 001

Bidder's Name: -----

Designation: -----

Is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender of reference Tender No. due on He is also authorized to attend meetings and submit information as may be required by you in the course of processing above said tender.

Thanking you,

The specimen signature of the authorized person is as:-

Authorised Signatory _____

Name _____

Seal

This tender document is not transferable

ANNEXURE 9

INTEGRITY PACT

(The agreement shall be executed on Rs 100/- non judicial stamp paper)

Tender No. OPG/III/2024/3

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

(Name of The bidders and consortium members).....hereinafter referred to
as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No. OPG/III/2024/3**. 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, MbPT.

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, MbPT 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 MBPT Board.

8. If the Monitor has reported to Chairman, MbPT, a substantiate suspension of an offence, under relevant IPC/PC Act, and the Chairman, MbPT 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.

9. The word 'Monitor' would include both singular and Plural.

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, MbPT.

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.


 (G.S. Rathod)
 MANAGER (HR)

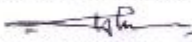
MUMBAI PORT AUTHORITY

(For & on behalf of the Principal)

Place: Mumbai

Date:

Witness-1: (for Principal)



 (G.B. More)
 Sr. Dy. Manager (W) (I/c)
 Mumbai Port Authority

.....

 (For & On behalf of Bidder/ Contractor)

Office seal

Place: Mumbai

Date:

Witness-2: (for Bidder/ Contractor)

Name and Address

Instructions for Online Bid Submission:

The tenderers 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 tenderers in registering on the CPP Portal, prepare their tender in accordance with the requirements and submitting their tender online on the CPP Portal. More information useful for submitting online tender on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Tenderers 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 Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email 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 tenderers will be required to register their valid Digital Signature Certificate (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 Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer 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 tenderers 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 tenderers 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 tenderers 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 tenderers through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The tenderer 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 TENDERS

- 1) Tenderer 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 tender. Please note the number of covers in which the tender 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) Tenderer, in advance, should get ready the tender documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Tender 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 tenderers. Tenderers 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) Tenderer 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. Tenderer will be responsible for any delay due to other issues.
- 2) The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Tenderer has to pay the Tender Fee & EMD online through the payment gateway. Tender shall visit <https://eplatform.mbtptedi.gov.in> for making the payment of Tender Fee & EMD 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 of Tender Fee & EMD 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.

- 5) Bidders are requested to note that they should necessarily submit their online financial bids in the format provided in the tender and no other format is acceptable. The Price Bid Form has been given as a Standard BOQ format with the tender document and the bidder shall submit his offer in BOQ online in the Excel format provided in Price Bid. If the Schedule file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers 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 openers 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 TENDERERS

- 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.
