



Mumbai Port Authority

Civil Engineering Department

TENDER DOCUMENT

Tender No.E- 35/2023

**Removal of the rank vegetation under the jurisdiction of
GWSD for a period of two Years.**

Second Cover – Financial Bid

Civil Engineering Department

3rd floor, 'Port House', Shoorji Vallabhdas Marg,

Ballard Estate, Mumbai – 400 001

Tel. No.: +91-22-66564521

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 **only** be posted on the website of Mumbai Port Authority & the e-portal of Govt. of India (www.mumbaiport.gov.in&www.eprocure.gov.in). The tenderers are required to keep themselves informed of the developments by visiting websites regularly.

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Directions to Tenderers for filling in the Schedule of Quantities & Rates

1. The Schedule of Quantities and Rates must be read with the Drawings, Conditions of Contract and the Specifications and all relevant standards. The Contractor shall be deemed to have examined the Drawings, Conditions of Contract and the Specifications and have acquainted himself with all the details of the work to be done and the way the works are to be carried out.
2. The percentage rate should be worked out carefully, having regard to Conditions of Contract, specifications, Drawings etc.
3. The bidder shall submit his offer in BOQ online in the format provided in Price Bid. The items of Bill of Quantities are provided in the PDF format (.pdf file) Bidders are requested to quote the tender percentage in the Excel file (.xls) published along with this tender. Price bid should not be submitted in hard copy format in any case.
4. The percentage rate quoted by the Tenderer shall hold good for all the items of the tender, without reference to quantity or location of the work or the variation in the estimated quantity.
5. The rates and prices set out against the items are the rates of the finished work as described in the Schedule of Quantities and Rates. It shall cover the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever excluding GST.
6. **Goods and Service Tax (GST) as applicable shall be reimbursed to the contractor through the interim bills.** However, the taxes like Income Tax etc. will be deducted at source as applicable as per prevailing rules and regulations.

Chief Engineer
Mumbai Port Authority

Mumbai Port Authority
Civil Engineering Department
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Form of Tender

The Chief Engineer,
Mumbai Port Authority.

1. I/We _____, do hereby offer to execute the work comprised in the annexed Tender Notice for **Tender No. 35/2023, Removal of the rank vegetation under the jurisdiction of GWSD for a period of two Years.** in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications and Addendum to Specifications, Addendum to Conditions of Contract etc. at the percentage rate entered in the attached Schedule of Quantities and rates.

2. I/We undertake to complete the works as mentioned in the schedule of Quantities and rates within two years' period from the date of work order. I/We also agree that our offer for this tender will remain valid for a period of 90 days from the date of opening of first cover. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract and I/we agree that the Liquidated damages for each day's delay to complete work against each specific work order placed for specific work of the tender is **Rs.2000/- per day** subject to a maximum ceiling of 10 % of the contract price represents a fair estimate of the loss likely to result from the delay.

3. I/We have paid online herewith a sum of **Rs. 24,000/-** earnest money as proof of my/our willingness to enter into the contract if my/our tender is accepted. *

4. I/We have not paid herewith earnest money deposit and tender fee since I/We are registered with _____ under the public procurement policy and I/We are eligible for availing benefits of exemption of cost of tender fee and EMD. Original valid Registration certificate to this effect is attached with first Cover.*

5. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the specifications, Schedule of Quantities and Rates attached to this tender.

5. I/We also agree, if awarded the contract that the earnest money lodged with this tender will be refunded by the Board on receipt of Performance Security Deposit, deposited in the form of by P. O. / demand draft/ by way of a Bank Guarantee, within twenty one days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Authority.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 5 % of the contract price of my/our tender by way of deductions from my/our bills at the rate of 5% of the gross value of work certified in each bill till the amount of 5 % of the contract price is accumulated.

7. I/We hereby certify that my/our registration certificate under the 'Maharashtra Sales Tax on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

8. I/We have inspected the site and I am/ we are fully aware of the work to be carried out while tendering for the contract.

9. *(A) Mine is a proprietary firm and I am the sole proprietor of the firm.

My firm is/is not registered with Registrar of firms.

Name: _____ Age: _____ years

*(B) Ours is a partnership firm and the names of all major partners are given below.

| | <u>Name</u> | <u>Age</u> |
|----|--------------------|-------------------|
| 1. | _____ | _____ years |
| 2. | _____ | _____ years |
| 3. | _____ | _____ years |
| 4. | _____ | _____ years |

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

*(C) Ours is a Company with liability and a copy of our Memorandum and Articles of Association will be sent to 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. The contract will be completed under the Company's Common Seal.

10. The name and address of our Banker is ** _____
_____.

11. My/Our Permanent Income Tax Account No. is _____
_____.

12. I/We hereby agree for deduction of Income tax and any other taxes/levies as per the tender conditions, rules and regulations as applicable thereon.

13. I/We hereby agree to furnish as per the 'mandate form' the details of Bank account(s) in which I/ We desire the e-payments to be made for cutting delays in making payments. I/We hereby agree that Mumbai Port Authority will not be responsible for any delayed payment due to non-submission of 'mandate form' by me/ us.

14. I/We am/are registered for the purpose of GST and the Registration No. is _____

Witness's
Signature: _____
Name: _____

Address: _____

Tel. No.: _____

Date: _____

Tenderer's
Signature: _____
Name: _____

Address: _____

Tel. No.: _____

Hand Phone
No. (**Mobile**): _____

Date: _____

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