



TENDER No. MEED.02/2024
DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

FIRST COVER

TECHNO-COMMERCIAL PROPOSAL

[CHIEF MECHANICAL ENGINEER]
NIRMAN BHAVAN, 5TH FLOOR
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– 400 010.
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IMPORTANT NOTE

At any time, prior to the last date for submission of tender, MbPA may modify the tender document by issuance of amendment(s). Any amendments including the dates, venue, corrigendum, clarifications to pre-bid queries, etc. shall be posted on the website of the Mumbai Port Authority (www.mumbaiport.gov.in) and the GEM Portal (www.gem.gov.in). Separate newspaper advertisement may not be issued. The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them.

In case of any discrepancies, Terms and Conditions contained in this Tender Document will prevail over GeM Terms and Conditions.

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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SECTION - I
NOTICE INVITING TENDER
(NIT)

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT
NEW MANIFOLD PIRPAU.

Online e-Tenders are invited by the MUMBAI PORT AUTHORITY [hereinafter referred to as 'Employer' or 'MbPA'] from the reputed and experienced contractors for executing the work of "DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT NEW MANIFOLD PIRPAU" " under **two cover system on item rate basis. Tender will be received only in ONLINE mode.** This is a fix rate contract. The cost put to tender is **Rs. 32,68,600/- (inclusive of GST). Splitting of Bid quantity is not allowed for this Tender.**

1.1 Scope of Work:

The work is to be executed at Oil Pipe Line Section Pir Pau (OPL Pir Pau) located at Mahul, Trombay. The brief scope of work for carrying out the subject work in accordance with Specifications, etc. has been specified in Section V of this tender. The tenderer are requested to visit the site & access the Scope of Work and Quantities.

The successful tenderer, after award of contract from MbPA shall furnish bar chart of the work indicating there in the program for executing the work within the stipulated completion period. The bar chart shall show the definite periods and milestones for completion of various activities involved in the work.

1.2 The entire work mentioned in BOQ of the tender document (Price Proposal) shall be carried out in accordance with the specifications, drawings & notes, etc. without any extra cost.

~~**1.3** The successful tenderer shall depute throughout the execution of the tender work a licensed Electrical Supervisor/Engineer, so as to carry out the tender job and complete the same in an effective manner, failing which suitable action as deemed fit may be taken by MbPA. Fine of Rs. 1000/- per day will be applicable for non-posting of licensed Electrical Supervisor/Engineer at site.~~

1.4 All the material required for this work shall be arranged by the contractor.

1.5 The successful tenderer shall submit the daily report regarding deployment of equipment/instruments at site. Duty report of equipment, instruments deployed to be incorporated.

1.6 The successful tenderer shall submit the daily report regarding deployment of various categories of staff at site. Daily record of personnel & their category during contract to be incorporated.

1.7 Upon completion of the entire contract work, the contractor shall submit "As Made Drawing" as per Clause No. 47 of GCC.

1.8 An arrangement shall be made by the contractors for inspection of the electrical equipment / material and accessories by MbPA Engineer, if considered necessary. All expenses regarding travel and stay in this regard shall be borne by MbPA.

1.9 If the work involves excavation of the trenches where underground services belonging to MUMBAI PORT AUTHORITY and other Public Utility Bodies exist. Utmost care shall be taken to avoid any damage to these services and necessary protection for these services, as directed, shall be provided during the progress of the work. Any damage caused to these services during the execution of the tender work shall be made good by the Contractor/s at his /their cost. Excavation for laying cables shall be permitted only after bringing/mobilizing materials, equipment and tools etc. required for cable laying at site of work.

1.10 During the progress of the work, the contractors shall put a board at the site of the work at a suitable location, as easily visible from nearby road, as detailed in drawing No. SK 263A.

1.11 Before quoting, the tenderer, in his own interest may carry out the site inspection to understand the actual site conditions and full implication of assignment. This will also help him to make proper assessment of scope of work. Failure to do so will not absolve them of their responsibility to do the work as specified in the tender document. **He may contact Superintending Engineers on telephone no. 022- 66566507 and / or email id cs.nirmal@mumbaiport.gov.in / ak.maiti@mumbaiport.gov.in.**

2. PROCEDURE FOR OBTAINING TENDERING DOCUMENTS:

2.1 Tendering document can be viewed and downloaded from the website of MUMBAI PORT AUTHORITY <http://www.mumbaiport.gov.in> and GeM Portal <https://gem.gov.in>. The EMD can be submitted in the form of DD / Bankers Cheque/Pay Order, payable at Mumbai in favour of "The Board of Mumbai Port Authority" and shall be placed in the cover and to be submitted along with EMD. The EMD can be paid Online also. For Online Payment mode, tenderer shall visit "<https://eplatform.mbptedi.gov.in>" for making the payment for 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 EMD shall be uploaded by the tenderer on GEM Portal under relevant option.

2.2 The downloading of the tendering documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted. If any discrepancy is noticed at any stage between the MbPA document and the one submitted by the tenderer, the tender document uploaded by MbPA shall prevail. The downloading and submission of the tendering document shall be carried out as mentioned in the tendering document and instructions at e-Procurement website <https://gem.gov.in>. In case of any change /discrepancy in the downloaded tendering documents, the tender may be rejected.

2.3 The tenderer is responsible to download addendum/ amendments / errata / replies to the queries of the tenderers etc., if any, posted by MbPA on its website and on the **e-Procurement website** <https://gem.gov.in> before submission of the tendering document. The said addendum / amendments / errata / replies to the queries of the tenderers etc. duly signed and stamped shall be submitted online along-with the tender.

2.4 MSEs registered under Udyam Registration are eligible to avail following Benefits/ Facilities:

- a.** Exempted from payment of EMD.
- b.** Relaxation of 10% on prior experience and prior turnover shall be granted to the eligible MSEs.
- c.** Price matching facility for procurement from MSEs over large scale:
 - (i)** The participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
 - (ii)** MSEs quoting a price within the band L1+15% be given complete supply to tender in case tender item cannot be split /divided:
 - if the item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

3. PRE-QUALIFICATION CRITERIA:

The tenderer must fulfill the following qualifying requirements to consider them eligible for opening the Price Proposal Cover (Volume-II). **The documents submitted shall be duly notarized.**

- (i)** Financial Capability: Average annual financial turnover during the last three years ending 31st March of the previous financial year, should be at least ₹ **9,80,580/-**

A Notarized copy of a turnover statement duly certified by the Chartered Accountant for the preceding three years in this regard shall be submitted along-with the Techno-commercial offer. In case of the last financial year, if the turnover statement is not audited then the provisional certificate by the Chartered Accountant for the last financial year only will be acceptable.

- (ii)** Technical Capability: Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:

a) Three similar completed works each costing not less than **Rs. 13,07,440/-**

OR

b) Two similar completed works each costing not less than **Rs. 16,34,300/-**

OR

c) One similar completed work costing not less than Rs. 26,14,880/-

For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.

“Similar work” means “Fabrication, erection of cargo pipeline and/ or strengthening by the way of welding plates on pipelines, hot taping on pipelines etc. including allied works.”

Tenderer should submit completion certificates of orders executed during the last 7 years. A notarized copy of the work orders/agreement and a certificate from the employer for completion of work or any of the relevant documents indicating of the completion of work should be submitted as per condition of above. In addition to the above **it is mandatory** to submit notarized copy of TDS certificate from the previous employer or Form 26AS of IT department shall be submitted by the tenderer for each executed similar work failing which the offer submitted by the tenderer shall not be considered for evaluation.

4.The Employer do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender.

5. The particulars of the tendering process are as under:

i)	Estimated cost of work put to tender	:	Rs.32,68, 600/- (inclusive of GST).
ii)	Earnest Money Deposit (EMD)	:	Rs. 65,372 /-
(For EMD amount below Rs. 10 Lakhs , EMD will be accepted in the form of DD/Banker’s Cheque/online payment and for EMD above Rs. 10 Lakhs EMD will be accepted in the form of DD/online payment /BG			
iii)	Completion Period	:	07 calendar days from the date of handing over of pipeline.
iv)	Validity of offer	:	180 calendar days from the online Bid Submission end date.
v)	Cost of tender document (Tender Fee)	:	Not Applicable
vi)	Security Deposit	:	10% contract value
vii)	Guarantee period	:	The guarantee period shall be 1 year from the date of completion of all the works and next day of taking over the installation by the MbPA which is later.

viii)	Liquidated Damages	:	The amount of ½ % of total contract value as liquidated damages / late delivery charges for delay per week or part thereof maximum up to 10% of total contract value.
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Note: For benefits available to start-up entities, please refer to clause No. 38 of ITT.

6. Unless otherwise notified, schedule of dates in the tendering process are as under:

Sr. No.	Particulars	Date
1.	Commencement of download of Tendering Document	Refer GeM portal or Mumbai Port Website
2.	Last date of download of Tendering Document	
3.	Date and time of Pre-Bid meeting	
4.	Bid submission start date and time	
5.	Bid Submission end date and time i) Online Tender Hard copy (EMD, Tender fees)	
6.	Date & Time of Opening of Techno-commercial Proposal of the Tender	

7. A pre-bid meeting will be held in the conference hall of Mechanical & Electrical Engineering department, 6th Floor, Nirman Bhavan, Mazgaon, Mumbai 400010 with the representative of the firms who are interested to participate in the tender for clarifying and discussing issues related with the tender. The prospective tenderers shall submit their pre-bid queries in writing to the officer issuing the tender notice well in advance and prior to the date of Pre-Bid meeting. **The representative of tenderer attending the pre-bid meeting shall carry authorization letter on the firm's letter head and a photo identity proof.** Any queries asked after the PreBid meeting shall not be entertained by MbPA.

8. No tender will be considered which is not made in the prescribed form and which is not accompanied by EMD and Tender fee or proof of exemption as per clause No. 38 of ITT and scanned copy of signed integrity pact and Power of Attorney. The tender offer shall have to be submitted by the Tenderer online as explained in this Tendering Document.

9. Tender Submission

9.1 The downloading and submission of Tender Documents shall be carried out as mentioned in the instructions at GeM website <https://gem.gov.in>. No editing, addition/deletion of matter shall be permitted.

9.2 Although the tender submission is online, **it is mandatory that the sealed cover (comprising of original DD / Bankers cheque/ Pay Order for EMD or Receipt**

- of Online payment for EMD) shall be submitted as per clause No. 19.2 of ITT.** The sealed cover shall be dropped in the designated box kept in the Mechanical & Electrical Engineering Department, 6th Floor, NirmanBhavan, N.V. Nakhwa, Mazgaon, Mumbai - 400 010 on or before the due date and time of submission of the tenders. **In case of non-submission of Sealed Cover, the online offer submitted by the tenderer shall not be considered for evaluation.** The tender will be opened as per the date and time mentioned at Clause No. 6 above in the presence of Tenderers or their representatives who may wish to be present who carry their firm's authorization letter and a photo ID.
- 9.3 Sealed cover as required under clause no. 9.2,(if applicable),dropped in the designed box after the due time and due date of submission as per clause no.6 above will be considered as Late Tender and will not be accepted. The sealed cover shall be returned unopened to the Tenderer. The online tender submitted by such tenderer will not be opened. Tenderers to note that MbPA shall not be responsible for late receipt sealed cover due to postal delays or any other delay for whatsoever reason.
- 9.4a). The EMD for the amount as mentioned at 5(ii) above shall be accepted either in form of Demand Draft/ Banker's cheque /online / (Bank Guarantee in case EMD is more than Rs.10 Lakhs) issued by any Nationalized Bank or Scheduled Bank, as per standard bank format payable at Mumbai and drawn in favour of "THE BOARD OF MUMBAI PORT AUTHORITY" OR online payment.
- 9.4 b). EMD through online payment mode:
- i) As tender submission is online on GEM portal, the payment of EMD also can be done online. Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for 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~~ and EMD shall be uploaded by the tenderer on GEM 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.
- ii) 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 GEM portal.
- 9.5 **Techno-Commercial Proposal:** The tenderer shall submit techno-commercial proposal as per Clause No. 12.1 (A) of ITT.
- 9.6 **Price Proposal:** The tenderer shall submit price proposal as per Clause No. 19.1 (b) of ITT.
- 10.** In the event of the specified date for the submission of sealed cover / opening of tenders falls on the day of bandh or strike or being declared a holiday by the Employer, the sealed covers will be received up to the schedule time on the next working day and will be opened on the same day.

CHIEF MECHANICAL ENGINEER

SECTION - II

INSTRUCTIONS TO TENDERERS

(ITT)

INSTRUCTIONS TO TENDERERS (ITT)

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MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT NEW
MANIFOLD PIRPAU

INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

1. Scope of Tender

1.1. MUMBAI PORT AUTHORITY (MbPA) invites tenders for carrying out the work (as defined in these tendering documents and referred to as "the works") mentioned in Clause 1 of NIT.

1.2. The successful Tenderer shall be expected to complete the works in the intended completion period specified in Clause 5 (iii) of NIT.

2. The Tenderer to acquaint himself fully:

2.1 This Tendering Document shall be read in conjunctions with any addendum/ corrigendum issued subsequently and the same shall form part of the Tender Document and shall be binding upon the tenderer/contractor.

2.2 The Tenderers shall be deemed to have examined the Tendering Document and visited the site and surroundings and obtained all necessary information in all the matters whatsoever that might influence while carrying out the works as per the tender conditions and to satisfy themselves to sufficiency of their tender offer, etc. The Tenderer is advised to get acquainted himself with rules, regulations, laws and by laws in force by the Government and other statutory bodies from time to time.

3. Eligible Tenderers

3.1. The NIT is open to all eligible tenderers meeting the Pre-Qualification Criteria as defined in clause 3 of NIT.

3.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with ITT clause 36.

4.Pre-Qualification Criteria

4.1. Tenderers to fulfill the Pre-Qualification Criteria as stated in Clause 3 of NIT.

4.2 Information regarding projects in hand, current litigation, if any, etc. to be furnished by the bidder.

4.3 Approved 'Sub-Contractor' experience and resources shall only be taken into consideration in determining the tenderer's compliance with the qualifying criteria as stated in Clause 3 of NIT.

4.4 Even though the tenderers meet the above qualifying criteria, they are subject to be disqualified if MbPA come to know during the tendering process but before award of contract if the tenderer has:

- a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.

5. One Tender Proposal per Tenderer

5.1. Each tenderer shall submit only one tender proposal for the work. A tenderer who submits or participates in more than one Tender Proposal against this tender shall result in disqualification of all the proposals submitted with the Tenderer's participation.

5.2. Joint Venture/ Consortium:

JVs/Consortia be allowed in all contracts of estimated cost of more than ₹5 Crores.

A. Joint Venture: The bids from Joint Venture with two firms will be considered. Both partners of Joint Venture shall be legally liable, jointly and severally during the bidding process and for execution of contract in accordance with the contract terms. Joint Venture shall declare the lead partner in their MOU. The share of Lead partner shall not be less than 51% in Joint Venture. The Memorandum of Understanding (MOU) executed by the JV members shall be submitted along with the tender.

- a. The Partners of JV shall meet the Financial Criteria individually/collectively.
- b. The combine technical experience of JV partners must meet all the specified technical experience criteria.
- c. Lead Partner shall be the authorized member to act as single point contact and be responsible on behalf of the JV.
- d. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm for subject tender.
- e. In case of Joint Venture, the Tender Document shall be purchased in the name of Lead partner or in the name of JV.

B. Consortium: The Consortium between maximum of three firms can be formed. All members of Consortia shall be legally liable, jointly and severally during the bidding process and for execution of contract in accordance with the contract terms. Consortia shall declare the lead partner in their MOU. The share of Lead partner shall not be less than 51% in Joint Consortia. The Memorandum of Understanding (MOU) executed by the Consortium members shall be submitted along with the tender

- a. The Lead Partner of the Consortium shall meet the Financial Criteria individually.
- b. The combine technical experience of Consortium partners must meet all the specified technical experience criteria.
- c. Lead Partner shall be the authorized member to act as single point contact and be responsible on behalf of the Consortium.

- d. A member of Consortium firm shall not be permitted to participate either in individual capacity or as a member of another Consortium firm for subject tender.
- e. In case of Consortium, the Tender Document shall be purchased in the name of Lead partners or in the name of Consortium.

Note: MOU shall be on Non-Judicial stamp paper of ₹100/- duly notarized.

6. Cost of Tendering

6.1. The tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7.Site visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for assessing the scope of work for preparing the Tender and entering into a contract for the Tender Works. The costs of visiting the Site shall be at the Tenderers' own expense.

7.2Dock Entry Permit and Stream Passes:

The work site is located within the restricted area of MUMBAI PORT AUTHORITY and hence all the requirements in connection with such working areas are to be strictly complied with. The required Dock Entry Permit / Stream Passes for men and material shall be recommended by Mechanical & Electrical Engineering Department for issuing the same by Traffic Department / Port Department at free of cost, after the tenderer making an application in the requisite format in that regard. It is mandatory to submit the "ESIC Pahachan Card" and e Shram card while submitting the application for DEP for the workers/labours.

B.TENDERING DOCUMENTS

8. Content of Tendering Documents

8.1 The set of Tendering documents comprises the documents listed below and addenda issued, if any, in accordance with ITT Clause 10:

TECHNO-COMMERCIAL PROPOSAL (Volume-I)

- 1 Notice Inviting Tender (NIT)
- 2 Instructions to Tenderers (ITT)
- 3 Tendering Forms
- 4 General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)
- 5 Specifications, Drawings & Annexures
- 6 Contract Forms, Appendix
- 7 Replies to Pre-Bid Queries and Addenda, if any

PRICE PROPOSAL (Volume-II)

- 1 Bill of Quantities.

8.2 The tenderer is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, drawings, annexures in the tendering document. Failure to comply with the requirements of the tendering document shall be at the tenderer's own risk. Pursuant to ITT Clause 26, tenders

which are not substantially responsive to the requirements of the tendering documents shall be rejected.

9. Clarification of the Tendering Documents

9.1 A prospective tenderer requiring any clarification of the tendering documents may notify the employer in writing at the Employer's address indicated in the NIT. While seeking such clarification from the Employer, the prospective tenderer shall indicate Tender Clause reference for each of his pre-bid query. The Employer will respond to any request for clarification which he receives before the pre-bid meeting. Copies of the Employer's response including a description of the enquiry but without identifying its source shall be posted on MbPA website and GEM Portal

9.2 Pre-bid meeting

9.2.1 The tenderer or his official representative may attend the pre-bid meeting which will take place at the office of the Chief Mechanical Engineer, MUMBAI PORT AUTHORITY, 6th Floor, Nirman Bhavan, N. V. Nakhwa Marg, Mazgaon, Mumbai – 400 010 on the scheduled date and time mentioned in Clause 6 of NIT. Norepresentativeof the tenderer shall be allowed to participate in the pre-bid meeting without production of authorization letter on firm's letter head and a photo IdentityCard.

9.2.2 The purpose of the meeting will be to clarify issues and to answer queries on the matter related to the tender raised prior to or during the pre-bid meeting.

9.2.3 The tenderers are requested to submit their queries in writing or by email on ak.maiti@mumbaiport.gov.in / cs.nirmal@mumbaiport.gov.in or by fax well in advance prior to the date of pre-bid meeting so that the same can be clarified during the pre-bid meeting.

9.2.4 Minutes of the meeting, including the text of the queries made in writing prior to meeting (without identifying the source of enquiry) and the MbPA's response will be posted on **MbPA Website and GEM Portal**. Any modification/amendment of the tendering documents listed in ITT Clause 8.1 which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Clause 10.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a tenderer. No queries will be entertained after the Pre-Bid meeting.

10. Amendment of Tendering Documents

10.1 Before the due date for submission of tenders, the Employer may modify the tendering documents by issuing addenda/corrigendum.

10.2 Any addendum/corrigendum thus issued shall be part of the tendering documents and shall be posted on **MbPA Website and GEM Portal**.

10.3 To give prospective tenderers reasonable time in which to take an addendum/corrigendum, pre-bid meeting replies into account in preparing their tender proposals, the Employer may extend, as necessary, the due date for submission of tenders, in accordance with ITT Clause 20.2.

C. PREPARATION OF TENDERS

11. Language of the Tender

11.1 All documents relating to the tender shall be in the English language.

12. Documents comprising the Tender

12.1 The tender to be submitted by the tenderer shall comprise the following:

A) Techno-Commercial Proposal

Following documents shall be submitted online :

- i)** Scanned copy of EMD of the amount mentioned at Sr.5 (ii) above in the form of Online Payment OR Demand Draft / Banker's Cheque / Bank Guarantee (if amount of EMD is 10 Lakhs & above) drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai or proof of exemption as per clause No. 38 of ITT.
- ii)** Notarized scanned copy of Pre-Qualification documents as per clause no. 3 of NIT and the supporting documents.
- iii)** Scanned copies of filled in, signed and sealed Tender forms along with all the supporting documents, as required, and scanned copy of Pre-bid replies / addendum / amendments / errata / corrigenda, etc. duly signed made available at the e-procurement website / MUMBAI PORT AUTHORITY website.
- iv) a)** 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 scanned IP Agreement along with the bid.
 - b)** **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.**
 - c)** 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 Rs.100. 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.
 - d)** The successful bidder has to execute Integrity Pact Agreement with MUMBAI PORT AUTHORITY (as per Form -9) on ₹100 stamp paper after the award of contract.

Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC,
Bungalow No.88, New Motibagh, New Delhi 110021
Mobile: 9818916161
Email: shashank489@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: 8105305555

Email: kannan.venkata@gmail.com have been nominated as Independent External Monitors (IEM)s for the implementation of Integrity Pact.

e) Power of Attorney in favour of authorized representative signing the form No.3 is mandatory.

II) The following documents shall be submitted in a separate sealed envelope.

Only Original Demand draft / pay order towards the ~~tender fees and~~ Original EMD.

B)Financial Proposal

i) Bill of Quantities duly filled with prices shall be submitted in format and manner provided on GeM portal.

12.2 Refer to Clause 19.1 of ITT for documents to be submitted online and in Hard copy.

13. Tender Prices

13.1 The contract shall be for the whole works as described in ITT Clause 1.1, based on the Bill of Quantities submitted by the Tenderer.

13.2 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities (BOQ) with due regards to the specifications, conditions of contract and all other provisions in the tender documents including all taxes and duties. Items for which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed to be covered in the rates and the prices quoted for other items in the Bill of Quantities. After the tender has been submitted, no variation in rates or scope of work will be allowed on any ground such as mistake, misunderstanding, etc.

13.3 The price quoted by the tenderer for the works to be carried out shall be inclusive of other levies payable by the contractor under the contract and charges for materials, transport, handling, supply & delivery at site, receipt and storage of all materials and equipment at site, safety, Labour, commissioning and all other incidental charges for the satisfactory execution of the contract during contract or its extended period and guarantee period service. The contractor shall be responsible for loading, transportation of the material/equipment up-to MOTJD at his own cost and facilities. For unloading of materials/equipment, lifting gear shall be provided by the tenderer and no extra cost will be paid by MbPA. The contractor shall provide skilled workers, lifting tackles for unloading/handling of materials/equipment at site. The contractor shall arrange the transportation of material from tenderers Workshop to MOT JD site. The contractor shall be responsible for transport of materials/equipments etc. from storage area to various locations. (Applicable for works pertaining to pipeline Division)

The tenderer shall take into consideration the prevailing GST rates as applicable. The tenderer shall indicate the amount of applicable GST separately.

13.4 The rates and prices quoted by the tenderer shall be firm for the duration of the Contract or its extended period and shall not be subject to adjustment on any account, statutory taxes/levies unless otherwise categorically specified elsewhere in the tendering document.

13.5 The tenderer is requested to make prior site visit before submitting their offer to assess the site condition, quantum of work, etc. associated with this project.

14.Currencies of Tender and Payment

14.1 The unit rates and the prices quoted by the tenderer or indicated in the BOQ shall be entirely in **Indian Rupees**.

15. Tender Validity.

15.1 Tenders shall remain valid for a period as specified in NIT Clause 5(iv). A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original validity, the Employer may request the tenderers to extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting his EMD. A tenderer agreeing to the request will not be permitted to modify his tender and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

16.Earnest Money Deposit (EMD)

16.1 No tender shall be considered which is not accompanied by a sum as indicated at Clause 5 (ii) of NIT as Earnest Money Deposit or proof of exemption as per clause No. 38 of ITT.

16.2 The EMD up to Rs. 10 lakhs be payable either by Demand Draft/ Banker's Cheque / online payment. EMD beyond Rs. 10 lakhs may be payable in the form of Bank Guarantee payable at Mumbai, Maharashtra, as per standard bank format for the entire amount from any Nationalized / Scheduled Bank from any branch in India preferably from Mumbai local branch. If it is from other than Mumbai Branch, then the Bank Guarantee shall be accompanied by a letter issued by the Mumbai Local Branch of the bank that they will honour the same on the request of MbPA. Bank Guarantees submitted as Earnest Money shall be valid for at least three months beyond the validity of the tender.

16.3 Bank Guarantee shall be verified independently by MbPA with the bank before finalization of techno-commercial proposal. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the tender shall stand disqualified.

16.4 EMD of unsuccessful tenderers other than lowest tenderer shall be refunded after ranking of price bids.

16.5 The EMD of the successful tenderer will be discharged after he has furnished the required Performance Guarantee and executed the Contract Agreement.

16.6 The EMD may be forfeited, if

- (a) the Tenderer withdraws the Tender after Tender opening during the period of Tender Validity;
- (b) the Tenderer does not accept the correction of the Tender Price, pursuant to ITT Clause 27;
- (c) the successful Tenderer fails within the specified time limit to

- (i) furnish the required Performance Guarantee.
- (ii) execute the Agreement
- (d) the successful tenderer fails to register himself online with **EPFO and ESIC** before the execution of contract.
- (e) the tenderer is found involved in any corrupt or fraudulent practices.

17 Alternative Proposals by Tenderers

17.1 Conditional offer or Alternative offers shall be considered as non-responsive.

18.Format and Signing of Tender

18.1 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender shall be initialed by the person or persons signing the tender.

18.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer in which case such corrections shall be initialed by the person or persons signing the tender.

18.3 Authority in signing the Tender/ Offer:

The Tenderer shall furnish the Letter of Authority for submission of Tender (**in Form 3 of the Tendering Forms**) duly signed by the competent person of the firm.

In case of the tender costing more than Rs. 50 Lakhs, the Power of Attorney (on stamp paper of Rs.500/- or the notarized copy of the General Power of Attorney) shall be furnished along with the tender as explained below:

- (a) In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with the Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.
- (b) In case the Tender is submitted by Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partner(s).
- (c) In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with the Tender) and the signature of such Power of Attorney holder should also be attested in accordance with the consumption of the Limited Company.

D. SUBMISSION OF TENDERS

The detailed procedure for online bid submission is provided on GeM portal.

19.Sealing and Marking of Tenders

19.1 Tenderer are required to submit the Tenders in two covers in the following manner:

- (a) Techno-Commercial Proposal shall contain the following and shall be submitted **online**:

The tenderer has to submit all the documents in Techno-Commercial Proposal as detailed at Clause No. 12.1 (A).

(b) Price Proposal shall be submitted online only

The bidder shall submit the rates in BOQ online in the format provided in the Price Bid and no other format will be acceptable. **If the price bid is submitted along with the Techno-Commercial cover, the tender submitted shall be rejected.**

Summary of documents to be submitted online and in hard copy is given below:

Sr. No.	Documents to be submitted online	Documents to be submitted in physical mode (Hard Copy)
TECHNO-COMMERCIAL PROPOSAL (COVER-I)		
1	Scanned copy of Banker's Pay Order or Demand Draft towards EMD OR Startups certificate issued by Inter-Ministerial Board (IMB) of Certification DIPP for availing exemption of payment of EMD OR Details/receipt of Online payment of EMD on MbPA e-platform https://eplatform.mbptedi.gov.in OR MSEs UDYAM Registration certificate for Exemption	Original Banker's Pay Order or Demand Draft or Bankers Cheque or Bank Guarantee towards EMD
2	Scanned copy of Signed, sealed and Notarized Supporting Documents for Pre-qualification criteria mentioned in Tender Notice.	NIL
3	Scanned copy of filled in, signed and sealed Tender forms along with all the supporting document as per clause 12.1 (A) above.	NIL
4	Scanned copy of Pre-contract Integrity pact.	NIL
PRICE PROPOSAL (COVER-II)		
5	Filled Price Bid in the format provided on GEM portal.	NIL

Note: It is mandatory for the tenderer to submit online the filled in, signed and sealed Tender forms along with all the supporting document as per clause 12.1 (A), failing which the offer may not be considered for evaluation.

19.2 Sealed cover (comprising of EMD as mentioned in ITT Clause 19.1) shall be super-scribed with Tender Number, Title, Due Date & Time of opening as given in the NIT or any such extended date intimated by MbPA and the name, address and contact Telephone No. of the tenderer and the same shall be submitted/dropped in the designated box kept in the Mechanical & Electrical Engineering Department, 6th Floor, NirmanBhavan, N.V. Nakhwa, Mazgaon, Mumbai - 400 010 on or before the due date and time of submission of the tenders. In case of non-submission of sealed cover by the tenderer, the tender shall be rejected who have not submitted the EMD in the form of Demand Draft/ Bankers Cheque/Bank Guarantee.

19.3 The tenderers are not allowed to seal the cover EMD as mentioned at 12.1 (A) of ITT) in the MbPA premises.

19.4 The tenderer must ensure that his tendered amount or rates are not mentioned, either directly or indirectly in any of the papers enclosed in sealed cover or Techno-commercial proposal. If any such mention is made there, the tender is liable to be treated as invalid and will not be considered.

19.5 If the Tender Proposals are not marked as mentioned herein above, MbPA will not assume any responsibility for the misplacement or premature opening of the tender.

20. Due Date for Submission of the Tenders

20.1. Online Tenders must be submitted on **GEM Portal** on due date and time as indicated in the Clause No. 6 of NIT. Sealed cover containing EMD must be submitted at the address specified in ITT Clause No. 19.2 not later than scheduled time on the due date as indicated in the Clause No. 6 of NIT. **In the event of the specified date for the submission of sealed cover / opening of tenders falls on the day of bandh or strike or being declared a holiday by the Employer, the sealed covers will be received up to the scheduled time on the next working day and will be opened on the same day.**

20.2. The Employer may extend the due date for submission of tenders by issuing an amendment in accordance with ITT Clause 10, in which case all rights and obligations of the Employer and the tenderers previously subject to the original due date will then be subject to the new due date.

20.3 As the tendering document is being downloaded from the web site, the tenderer shall give an undertaking that no change has been made in downloaded tendering document. If any discrepancy is noticed at any stage between the Port's tendering document and the one submitted by the tenderer, the conditions mentioned in the Port's published document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21.Late Tenders

21.1. The tenderer has to submit the bid online only. However, if the sealed cover containing hard copy of financial instruments towards EMD received by the Employer after the due date and time prescribed in ITT Clause 20, the tender will be considered as Non-responsive and the same will be rejected.

22.Modification and Withdrawal of Tenders

22.1.Tenderers may modify or withdraw their tenders online before the due date prescribed in ITT Clause 20 as per GEM Portal guidelines.

22.2.Withdrawal or modification of a Tender between the due date and the expiration of the original period of tender validity in ITT Clause 15.1 or as extended pursuant to ITT Clause 15.2 may result in the forfeiture of the EMD pursuant to ITT Clause 16.

E.TENDER OPENING AND EVALUATION

23.Tender Opening

23.1On the due date at scheduled time as specified in NIT Clause No. 6, first the Employer will open the Sealed Cover (Containing EMD) of all tenders received (except those received late) in presence of the Tenderers or their representatives who choose to attend during the tender opening. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 22 shall not be opened. Tenderer's name, withdrawals, modifications to tender, the presence of EMD and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

23.2After setting aside the withdrawn offers, the Employer will first open Cover-1 (Techno-Commercial Proposal) of all those online tenders received along with hard copy of instrument towards EMD as mentioned above (except those received late) including modifications made pursuant to ITT Clause 22, in presence of the Tenderers or their representatives who choose to attend in the following manner:

- a) In the first instance the Cover-1 containing Techno-Commercial Proposal and its accompaniments submitted online by tenderers will be checked and opened on due date. At the time of opening only the salient features of the Techno-Commercial Proposal as considered appropriate shall be read out.
- b) The Cover-2 containing the Price Proposal submitted online shall not be opened on the due date of submission of tenders. The date of opening of the same shall be informed to the Tenderers after the evaluation and determination of responsiveness of tenders. (Techno-Commercial Proposal)
- c) The Employer shall prepare the record of the Tender opening including the information such as name of the firms participating in the tender, payment of tender fees & EMD, withdrawal or modifications, if any, etc. and the representatives of the firms shall sign the same.

24. Process to be confidential.

24.1 Information relating to the examination, clarification, evaluation and comparison of the tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.

24.2 Any effort by the Tenderer to influence the Employer's tender evaluation, tender comparison or contract award decisions, may result in rejection of his tender.

25. Clarification of Tenders

25.1 To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Clause 27.

25.2 Subject to ITT Clause 25.1, no Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

26. Examination of Tenders and Determination of Responsiveness

26.1. Prior to detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the pre-qualification criteria defined in NIT Clause 3 and as mentioned in ITT Clause 4.1; (b) has been properly signed by an authorized signatory and shall include an authorization letter (the Power of Attorney wherever applicable); (c) is accompanied by the required EMD; and (d) is responsive to the requirements of the tendering documents.

26.2. A substantially responsive Technical and Price Proposal is one which conforms to all the terms, conditions and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one,

(a) which affects in any substantial way the scope, quality or performance of the Works;

And/or

(b) which limits in any substantial way, the Employer's rights or the Tenderer's obligations under the Contract;

And/or

(c) whose rectification would affect unfairly the competitive position of other Tenderers presenting responsive Tenders.

26.3. If a Techno-Commercial Proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The "Price Proposal" of those tenderers whose Techno-Commercial Proposal has been determined to be non-responsive shall not be opened.

26.4 The Cover-2 containing the Price Proposal of only those tenderers whose Techno-Commercial Proposals have been determined to be substantially responsive in accordance with ITT Clause 26 hereof, shall be opened on the *specified date* after declaring the results of the Techno-Commercial Proposal, in presence of the tenderers or their representatives who choose to attend. The Tenderer's name and quoted prices, the total amount of each Tender and any discounts, Tender modifications and withdrawals, and such other details as considered appropriate, will be announced at the opening of Price Proposal Cover. **The evaluation of Price Proposal shall be done on the basic cost only excluding GST.**

27. Non-conformities, Errors and Omissions

27.1 Provided that a Tender is substantially responsive, the Employer may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.

27.2 Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

27.3 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the arithmetically corrected sub totals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28. The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the EMD may be forfeited in accordance with ITT Clause 16.6.

29. Evaluation and Comparison of Tenders

29.1. The Employer will evaluate and compare only the Tenders determined to be responsive in accordance with ITT Clause 26.

29.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- (i) making any correction for errors pursuant to ITT Clause 27;
- (ii) making appropriate adjustments to reflect discounts or other price modification offered in accordance with ITT Clause 22.

29.3. The estimated effect of the price adjustment, if allowed as per Clause 22.2 of the General Conditions of Contract, during the period of implementation of the Contract, shall not be taken into account in Tender evaluation.

29.4 If the evaluated price of the successful Tenderer is more than 15% of estimated cost put to tender, the tenderer may be asked to submit the analysis of his Price Proposal to the Employer within the stipulated time provided, and in case tenderer fails to respond, the tender would be treated as non-responsive under the contract.

The Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

F. AWARD OF CONTRACT

30. Award Criteria

30.1 The Employer will award the Contract to the Tenderer whose Tender has been determined to be responsive to the Tendering documents and who has offered the lowest evaluated Tender Price.

30.2 Notwithstanding ITT Clause 30.1, the Employer reserves the right to accept or reject any or all tender(s) and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the tenderer(s) and without assigning any reasons thereof.

31. Employer's Right to Vary Quantities

At the time the Contract is awarded or during the execution of contract, the Employer reserves the right to increase or decrease the quantity specified in Bill of Quantities, provided this does not exceed the 25 % of individual items and overall effective contract price by 10%, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

32. Notification of Award and Signing of Agreement.

32.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period in writing. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

32.2 The notification of award will constitute the formation of the Contract subject to the tenderer furnishing a performance guarantee in accordance with the provisions of ITT Clause 34.

32.3 The contractor shall enter into a formal agreement with the Employer for execution of work under this tender, as the Contract Price is more than Rs 10.00 Lakh. The duly filled draft of contract agreements annexed hereto shall have to be submitted by the contractor for the approval of the MbPA before executing the same on stamp paper. MbPA shall return the approved draft within 3 - 4 working days to the Successful Tenderer. Until such contract Agreement is executed, the other document referred to in the definition of the term "Contract" herein after shall collectively be the "Contract". The tenderer shall submit executed agreement to MbPA immediately after submission of Performance Guarantee. The Agreement shall remain valid till the expiry of completion period or any extended period thereof.

33. Cost of Agreement and other Expenses:

33.1 All costs, charges and expenses including the charges for the stamp duty in connection with the contract as well as Bank Guarantee / Insurance Policy In lieu of Performance Guarantee for the due performance of the contract and/or for the cost of the material to be issued to the contractor or the materials brought by the contractor on MbPA premises to carry out the contract work shall be borne by the contractor. The stamp duty shall be paid under provisions of Maharashtra Stamp Act in state of Maharashtra only.

34. Performance Guarantee (Security Deposit)

34.1 (a) "The successful tenderer has to **deposit 10%** of the contract value as security for the due fulfillment of the contract within 28 days from the date of award of contract in the form of Bankers Cheque or Demand Draft of Nationalized/ Scheduled Bank or by furnishing a Bank Guarantee in the form annexed hereto from the Mumbai Branch of Nationalized/ Scheduled Bank, payable in Mumbai. Before executing the Performance Guarantee on Stamp Paper, the successful Tenderer shall submit draft of the same to MbPA for approval which generally would not take more than 3 - 4 working days. The time period taken by MbPA to approve the draft BG submitted by the successful tenderer (i.e. the time from the date of submission of draft B.G. by the tenderer upto the date of communication of approval by MbPA to the successful tenderer) shall not be considered for computing period of 28 days.

(b) Additional Security Deposit : Deleted

34.2 The stamp duty which is payable on the Performance Guarantee lodged by him shall be borne by the Tenderer.

34.3 On furnishing the performance guarantee, the Earnest Money if applicable will be refunded.

34.4 Deleted

34.5 The cost of obtaining Bank Guarantee and/or the revalidation thereof whenever required has to be borne by the contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for nonfulfillment of any contractual obligation by the contractor, MbPA shall be at liberty to raise claim/demand under the Performance Guarantee and/or enforce the same unilaterally.

No interest/charge of whatsoever in nature shall be paid by the Employer on the amount of Performance Guarantee held by the Employer.

34.6 If the successful tenderer fails to furnish the performance guarantee within 28 days from the date of award of contract, the Employer shall send a notice to the successful tenderer to furnish the same within further period of 21 days with the penal interest @ 12% p.a. on the amount of performance guarantee for the delayed period. If the successful tenderer fails to furnish the performance guarantee even after the expiry of such extended period, the Earnest Money Deposit lodged with the Tender will be liable to forfeiture and the contract may be terminated. However, decision of "Engineer" in this regard shall be final.

34.7 Failure of the successful Tenderer to comply with the requirements of ITT Clause 34.1 & 34.5 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD. In such case, the action, as deemed fit, which may include blacklisting of the firm for a period of three years will be taken.

35.Advance Payment [Applicable only where contract value is more than Rs. 5 Crore]

35.1.The Employer will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract

36.Corrupt or Fraudulent Practices

36.1The Employer requires that Tenderers/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- (d) Submission of fraudulent documents will be treated as major violation of the tender procedure. and in such cases the EMD of the bidder shall be forfeited, apart from firm shall be blacklisted for the next 3 years.

36.2 The tenderer shall give an undertaking in the declaration form that they have not indulged in corrupt and fraudulent practices in respect of this tender.

37.Make in India: Public Procurement (Preference to Make in India), order 2017 dated 29.05.2019.

(A) In procurement of goods, services or works in respect of which estimated value of procurement is less than Rs. 50 Lakhs, only local supplier/bidder shall be eligible to bid.

(B) In procurement of goods or works which are not covered by clause No. (A) above and which are divisible in nature, the following procedure shall be followed:

(i) Among the qualified bids, the lowest bid will be termed as L1. If L1 is local supplier/bidder, the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not from a local supplier/bidder, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier/bidder, will be invited to match the L1 price for remaining 50% quantity subject to the local

supplier's/bidder's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier/bidder subject to matching the L1 price. In case such lowest eligible supplier/bidder fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier/bidder within the margin of purchase preference shall be invited to match L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers/bidders, then such balance quantity may also be ordered on L1 bidder.

(C) In procurement of goods or works which are not covered by clause No. (A) above and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

(i) Among the qualified bids, the lowest bid will be term as L1. If L1 is local supplier/bidder, the contract will be awarded to L1.

(ii) If L1 bid is not from a local supplier/bidder, the lowest bidder among the local supplier/bidder, will be invited to match the L1 price subject to the local supplier's/bidder's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier/bidder subject to matching the L1 price.

(iii) In case such lowest eligible supplier/bidder fails to match the L1 price, the local supplier/bidder with the next higher bid within the margin of purchase preference shall be invited to match L1 price and so on, and contract shall be awarded accordingly. In case none of the local supplier/bidder within the margin of purchase preference matches L1 price, then the contract may be awarded to L1 bidder.

(D) The minimum local content shall be 50% or as prescribed by Nodal Ministry, the percentage and manner of calculation of local content.

(E) The local supplier at the time of tender bidding or solicitation shall be required to provide sell-certification the item offered meets the minimum content and shall give the location at which the local value addition is made.

F) In case of procurement for a value in excess of Rs.10 Crore, the local supplier/bidder required to provide a certificate from the statutory or cost auditor of the company in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

G) False declaration in breach of code of integrity under rule 175(1)(h) of the General Finance Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of General Finance Rules along with such other actions as may be permissible under law.

H) A supplier/bidder who has been debarred by any procuring entity for violation of Public Procurement (Preference to Make in India), order shall not be eligible preference under this order for procurement by any other procuring entity for a duration of debarment.

38.Startup Policy

Startups recognized by Inter-Ministerial Board (IMB) of Certification DIPP can avail following benefits:

- i. The Startups shall be provided tender documents free of cost and exempted from paying EMD.
- ii. No prior experience and prior turnover is applicable for the Startup, subject to their meeting of quality and technical specifications.
- iii. There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.), MbPA may not relax the criteria of prior experience and prior turnover. iv. Procurements which are divisible in nature, at least 10% of the procurement quantity to will be awarded to Startup meeting the quality and technical specifications, provided the Startup agrees to match the L1 rate.
- v. Procurements which are not divisible in nature, the department will allot 100% procurement to the startup entity meeting the quality and technical specifications, provided the Startup agrees to match the L1 rate.

For availing the above benefits, the Startup Entity certificate of an eligible business from the Inter-Ministerial Board (IMB) of Certification DIPP (Department of Industrial Policy and Promotion) shall be verified.

SECTION - III
TENDERING FORMS

TENDERING FORMS

FORM – 1: Letter of Application

FORM – 2: Declaration

FORM – 3: Authority for Submission of Tender

FORM – 4: Form of Tender

FORM – 5: General Information of the Tenderer

FORM – 6: Pre-Qualification Information of the Tenderer

FORM – 7: Exceptions and Deviations

FORM – 8: ECS / RTGS Transaction Particulars

FORM – 9: Integrity Pact Agreement

FORM – 10: Undertaking Format

FORM – 11: Local Content Declaration

FORM – 12: Restrictions under rule 144 (xi) general Financial Rule (GFR), 2017

FORM – 13: Specimen format for power of attorney- I & II

FORM- 1: LETTER OF APPLICATION

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

Date:

Sir,

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

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

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

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

FORM – 2: DECLARATION

To:

**The Chief Mechanical Engineer
MUMBAI PORT AUTHORITY
NirmanBhavan,
Mazgaon, Mumbai – 400 010**

Date:

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

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

To The Board of Mumbai Port Authority

Ref: TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

Dear Sir,

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

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

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

[specimen signature]

Yours faithfully,

Signed: *[insert signature of person]*

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

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

FORM – 4: FORM OF TENDER

To:

Date:

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

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

I/We the undersigned declare that:

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

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

My full name and age are as detailed below:

Name :

Age : Years.

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

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

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

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

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

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

11. **FOR OUTSTATION FIRMS ONLY:**

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

Name : _____

Address: _____

_____ Telephone No.: _____

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

(* Strike out whichever is not applicable.)

(Company seal)

FORM – 5: GENERAL INFORMATION OF THE TENDERER

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

The Tenderer shall fill in the following information.

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

Duty

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

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

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

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

Sr. No.	Name in full	Designation	Qualification	Experience

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

FORM – 6: PRE-QUALIFICATION INFORMATION OF TENDERERS

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

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

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

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

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

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

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

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

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

3. The details of Statutory Licenses/Permits held by the tenderer

A. Only for Electrical Tenders, it is mandatory to furnish the following information:

i) The Electrical Contractor's License:

ii) Held in the name of our company/firm since _____ .

iii) License No.: _____

iv) Issued by:
_____ state.

v) Validity of the license: _____

vi) Name of the Supervisor holding 1st Class PWD License issued by the Govt. of Maharashtra, B&C Department: _____ .

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

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

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

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

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

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

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

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

FORM – 7: EXCEPTIONS AND DEVIATIONS

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

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

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

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

FORM – 8 : ECS / RTGS / NEFT TRANSACTION PARTICULARS

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Form-9: INTEGRITY PACT

BETWEEN

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

AND

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

Preamble

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

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

Section 1 - Commitments of the Principal.

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

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

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

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

Section-3 Disqualification from Tender process and exclusion from future contracts. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression, through a violation of Section-2, above or in any other form, such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ contractor(s), from the tender process, or take action as per the procedure mentioned in the “Guidelines on Banning of Business dealings”. Copy of the “Guidelines on Banning of Business dealings” is annexed and marked as Annexure “B”.

Section-4 Compensation for damages.

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

Section-5 Previous transgression

- 1. The Bidder declares that, no previous transgressions occurred in the last 3 years, with any other company, in any country, confirming to the anticorruption approach or with any other Public Sector Enterprise in India, that could justify his exclusion from the tender process.

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

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

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

Section-7 Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractor(s)

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder, Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance officer.

Section-8 Independent External Monitor/ Monitors

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

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

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

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

Section-9 Pact Duration

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

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

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

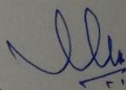
Section-10 Other Provisions

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

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

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

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



For the Principal

Place: Mumbai

For the Bidder/Successful tenderer

Witness-1:.....*m. j. p. a. e.*.....

Witness-2:.....

Form – 10: UNDERTAKING FORMAT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

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

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

Witness:

Tenderer’s Signature:

Date:

Date:

(Seal)

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

Form – 11: LOCAL CONTENT DECLARATION

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

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

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

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

Signed: *[insert signature of person]*

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

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

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30” DIA C1 LINE & 16” C1 KICKER LINE AT NEW
MANIFOLD PIRPAU.

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

Signed: [insert signature of person]

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

Name: [insert complete name of person signing]

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

Dated on _____ day of _____, _____ [insert date of signing]

SPECIMEN FORMAT – I

POWER OF ATTORNEY FOR SIGNING OF BID (SINGLE ENTITY)

Know all persons by these presents, [We (name of the company) incorporated under the laws of India and having its registered office at [.....] **“Company”**] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid forpursuant to the RFP dated [.....] (**“RFP”**) issued by the Authority (the **“Authority”**) and for our selection as Selected Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

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

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The Power of Attorney for signing of Bid must be submitted in original*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
3. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Specimen Format – II

Power of Attorney for Lead Member of Consortium

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

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

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

Dated this the ____ day of _____, 20____

(Executants)

Notes:

- 1. This Power of Attorney must be submitted in original.*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 3. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 4. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

SECTION - IV

GENERAL CONDITIONS OF CONTRACT

&

SPECIAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT (GCC)

Following clauses of General Conditions of Contract (GCC) shall be read in conjunction with the corresponding clauses, if any, of the Special Conditions of Contract (SCC)

1. DEFINITION OF TERMS:

1.1 In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) "**Employer**" means Board of Mumbai Port Authority, a body corporate under the Major Port Authorities Act, 2021 acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the said Board.
- b) "**Contractor**" means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Sub-contractor**" means the person or persons, firm, corporation, joint venture or company to whom any part of the work under the tender is subcontracted by the contractor with the permission of the Employer.
- d) The "**Engineer-in-Charge**" or "**Engineer**" means any sub-ordinate officer nominated from time to time by the Chief Mechanical Engineer of the employer, with written notification to the Contractor, to act as in charge of works under this tender.
- e) "**Engineer's Representative**" means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in GCC Clauses 39.3 to 39.6.
- f) "**Work**", "**Supply**" or "**Services**" mean and include the goods / things / items to be provided / supplied and the work to be executed, services to be provided by the contractor in accordance with the contract as described in the Specifications including modified, extra and additional work to be executed under the contract and as per other documents forming part of Tendering Document.
- g) "**Contract**" means and includes Tendering Documents, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, if any, Drawings, Specifications, Bill of Quantities, Annexures, etc., any amendments thereto, Tender Offer, Letter of Acceptance and the Contract Agreement.
- h) "**Specifications**" means the specification referred to in the tendering documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- i) "**Drawing**" means the drawing annexed to the contract and any modifications of the same ordered or approved in writing by the Employer or any further working drawing or sketches, which may be furnished or approved in writing by the Employer.

- j) "**Site**" means the land and other areas as identified by the Employer where the material has to be delivered and to be installed for the purpose of the contract.
- k) "**Writing**" means communicated in written form by printed and/ or neatly typed on computer. Communication means message received by the Employer or received from Employer by mail, e-mail, fax, telex, courier, post with proof of receipt/ delivery.
- l) "**Day**" mean Calendar day, "**Month**" means Calendar Month.
- m) "**Bill of Quantities**" means the priced and completed Bill of Quantities forming part of the Tender.
- n) "**Approved/Approval**" means the approval in writing.
- o) "**Contract Price**" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- p) "**Variation**" means an instruction given by the Engineer for change in the nature/scope or quantity of Work.
- q) "**Completion**" means the fulfillment of the supply of material, erection or Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- r) "**Material**" or "**Goods**" means all of the commodities, raw material, machinery and equipment, and/or other items that the Contractor is required to supply to the Employer under the Contract.
- s) "**Commercial Use**" means, use of material or Goods, which the contractor contemplates or of which it is commercially capable after enacting at Project site.

2. INTERPRETATION

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the tender, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to respective Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement
2. Letter of Acceptance and Notice to proceed, if any
3. Contractor's Tender Offer which is accepted by the Employer

4. Replies to Pre-Bid Queries and Addenda, if any
5. Special Conditions of Contract, if any,
6. General Conditions of Contract
7. Specifications
8. Drawings
9. Bill of quantities and
10. Any other documents listed in the tender and forming part of the Contract.

3. LANGUAGE AND LAW

3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in “ENGLISH”. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

3.2 The Contract shall be governed by and interpreted in accordance with the laws of India and suit and other proceedings arising out of or in connection with the contract work shall be instituted in the courts of judicature in Mumbai.

4. EXECUTION

4.1 The contractor shall and will in consideration of the payment to be made to him as hereinafter provided, construct, execute, and to the works described in the specification and in the manner and upon the term set forth in the specifications and in accordance with the drawings at the respective rates entered in the Bill of Quantities in accordance with such other drawings and instructions as may pursuant to the provisions hereinafter contained from time to time be pointed out, furnished and given to him by the Engineer and under the subject to the following terms, stipulations and provisions of contract.

5. COMMUNICATIONS

5.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered or on the notice's effective date, whichever is later.

6. SUB CONTRACTING

6.1 The contractor shall not, without the consent in writing of the Employer, which shall not be unreasonably withheld, sublet the contract or any part thereof, other than for raw materials, for details or for any part of the works on which the makers/vendors are named in the contract, provided that any such consent shall not relieve the contractor from any obligations, duty or responsibility under the contract. The contractors shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve

partnership at present subsisting between them in reference to this contract without the written permission of the Employer.

7. PERSONNEL

7.1 The Contractor shall employ the key personnel named in the pre-qualification information provided by the tenderer to carry out the functions stated therein or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

8. CONTRACTOR'S RISKS

8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted force majeure conditions are the responsibility of the Contractor.

9. Deleted.

10. DRAWING, PATTERNS AND SAMPLES

10.1 The contractor shall submit to the Engineer for approval such general and detailed dimension drawings as may be called for with samples and patterns (if required) of all the plants, materials and things specified in the specifications and drawings, patterns and samples submitted by the contractor and approved by the Engineer shall not be departed from without the instructions of the Engineer in writing. No approval given by the Engineer to any drawings, samples or patterns submitted by the contractor shall in any way exonerate the contractor from his liability to carry out the work in accordance with the terms of the contract.

10.2 All dimensions marked on drawing shall be considered correct, although measurements by scales may differ therefrom. Detailed drawings approved by the Engineer shall be acted upon where they differ from the general drawing. The contractor shall provide at his own expenses all copies of the drawings and samples and patterns required by him in the execution of the work and shall also at his own expense, supply to the Engineer such drawings and copies thereof as are provided for in the specifications.

10.3 During the execution of the works, at least one set of drawings shall be made available for reference at site by the contractor.

11. SAFETY

11.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall follow all Dock Safety Rules/regulations while working within the Dock premises.

11.2 SAFETY PROVISIONS:

1) The contractor is responsible for complying with all the relevant safety standards/codes and should take necessary safety measures/precautions to carry out the job, without

causing any accident, in the work premises, which will ultimately cause loss to Port Authority either directly or indirectly.

- 2) The contractor should apply for written permission to carry out the hot jobs with full details of the work, date, duration of work etc.
- 3) All the required safety gear and firefighting accessories be made available by the contractor at the site of work for any emergency.
- 4) The application for hot work permission should be sent to Port Fire and Safety Officer, and the Safety section in advance.
- 5) The hot jobs should be started only after the concerned supervisory staff of the section is satisfied with the safety arrangements made at site.
- 6) The contractor shall provide and maintain upon the works sufficient, proper and efficient lifesaving appliances and first aid equipment to the approval of the Engineer and Port Safety Officer.

12. POSSESSION OF THE SITE

12.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances as far as possible. If possession of a part is not given by the date stated in the tender the Employer have deemed to have delayed the start of the relevant activities and such delays will not be accounted in completion of work.

13. ACCESS TO THE SITE

13.1 The Contractor shall allow the Engineer access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and /or assembled for the works. In the execution of the work, no persons other than the contractor or his duly appointed representatives, sub-contractor and workmen shall be allowed to do the work at site except with the special permission in writing by the Engineer.

14. SETTLEMENT OF DISPUTES

14.1 Engineer's Decision

14.1.1 In all disputes, matters , claims , demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications and Instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor .

14.1.2 If a dispute of any kind whatsoever arises between Employer and the Contractor in connection with, or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer within 30 days. Such reference shall state that it is made pursuant to this Clause. No later than the thirty days after the day on which

he received such reference, the Engineer shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this clause. Unless the Contract has already been repudiated or terminated, the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the thirtieth day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of thirty days expires, as the case may be given notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to GCC Clause 14.4 no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventeenth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.

14.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with GCC Clause 14.1, the parties shall attend to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

14.3 Arbitration

Any dispute in respect of which

- a) the decision, if any, of the Engineer, has not become final and binding pursuant to GCC Clause 14.1 and
- b) amicable settlement has not been reached within the period stated in GCC Clause 14.2

shall be finally settled under the Rules of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made thereunder and for the time being in force. The Arbitration Tribunal shall be composed of three arbitrators and they will be appointed as per provision of the Act.

Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to GCC Clause 14.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the works, provided that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

14.4 Failure to comply with Engineer's Decisions

Whether neither the Employer nor the Contractor has given notice of intention to commence arbitration of dispute within the period stated in GCC Clause 14.1 and the related decision had become final and binding, either party may, if the other party fails to comply with such decisions, and without prejudice to any other rights it may have, refer the failure to arbitration, in accordance with GCC Clause

14.3 The provision of GCC Clauses 14.1 and 14.2 shall not apply to any such reference.

14.5 Progress of work not be interrupted

The Contractor must at all times fulfill his obligations under the Contract and shall not slow down or stop the progress of work during the period any dispute is under settlement either through reference to the Engineer or through arbitration pursuant to the last preceding clause. Even if the works to be carried out during such a period involve matters under dispute, the Contractor shall nevertheless proceed with the works as per direction of the Engineer, pending settlement of the dispute. Failure of the Contractor in this respect shall constitute default on his part and render him liable to actions under the provisions of GCC Clause 63.

14.6 Venue of Arbitration Proceedings

The venue of arbitration proceedings will be Mumbai.

14.7 Fees and Expenses

The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by the respective parties subject to determination by the arbitrator. The fees of the third arbitrator, if applicable, are to be equally borne by both the parties. The arbitrator may provide in the arbitral award for the reimbursement to the prevailing party or the defending party, as the case may be, of its cost and expensed in bringing or defending arbitration claim, including legal fees and expenses incurred by the party.

14.8 Provided always as follows:

14.8.1 Nothing of the provisions in paragraphs 14.1.2 hereinabove would apply in the case of contracts where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.5,00,00,000/- (Rs. Five Crore). In such cases the decision of the Chief Mechanical Engineer shall be final with an appealing authority as Chairman of the Port. The decision of the Chairman shall be binding upon the Contractor.

14.8.2 The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

14.8.3 Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work.

No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

14.8.4 Contractor's claim / dispute raised beyond the time limits prescribed in GCC Clauses 14.8.2 and 14.8.3 shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

14.8.5 The Chairman / Employer shall have the right to alter the panel of Arbitrators on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without any reference to the Contractor.

15 PHASING OF WORK:

The contractor will be required to furnish a phased programme of the works as to how he intends to complete the work to the Engineer immediately on receipt of the Letter of Acceptance and to proceed with the preliminary preparations. The contractor shall indicate separate definite time period for completion of various parts of the work and he will be required to adhere to such programme so as to complete the entire work within the stipulated completion period.

16. COMMENCEMENT AND PROSECUTION:

16.1 The work should be completed in accordance with the provisions of this contract with any authorized alterations, amendments, addition or omissions within the period stated in the form of tender or such extension allowed by the Engineer under GCC Clause 17 and shall not be considered completed until the Engineer has certified in writing that it has been completed to his satisfaction.

16.2 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

16.3 The contractor shall commence the work immediately after the receipt of Letter of Acceptance and carry out the same expeditiously at whatever point or points and in such portion as the Engineer may direct and if it shall at any time appear to the Engineer that the works or any part thereof are not being carried out so as to ensure completion of the work within the period, hereinafter mentioned he may give to the contractor a written notice requiring the completion of any part of the work by a time specified therein.

17. EXTENSION OF TIME

17.1 The Works to be Completed by the Intended Completion Date. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17.2 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

17.3 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in

dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

17.4 After completion of the work, the contractor will serve a written notice to the Engineer to this effect. The Engineer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Engineer would be rectified by the contractor within 30 days and thereafter acceptance report be signed jointly by the contractor and the Engineer. This joint acceptance report shall be treated as 'Completion Certificate'.

18. MANAGEMENT MEETINGS

The Engineer or the contractor may require the other to attend the management meeting to review the plans for remaining work and to deal with matters revised in accordance with early warning procedure.

The Engineer shall record the Business of Management meetings and is to provide copies of record to those attending the meeting. The responsibilities of the parties for actions to be taken are to be decided by the Engineer.

19. COMPENSATION EVENTS

19.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the tender.
- (b) The Engineer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (e) The Engineer unreasonably does not approve for a subcontract to be let.
- (f) The Engineer gives an instruction for additional work required for safety or other reasons.
- (g) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (h) The Engineer unreasonably delays issuing a Certificate of Completion.
- (i) Other Compensation Events listed in the tender or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the Employer, within 14 days and provide a forecast cost and time period for completion of the compensation event.

19.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

19.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Engineer shall adjust the Contract Price based on Engineer's own forecast.

20. EARLY WARNING

20.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

20.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

21. BILL OF QUANTITIES

21.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

21.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

22. ADDITIONS, ALTERATIONS AND OMISSIONS

22.1 VARIATION

i) The engineer may make any variations in the ,quality of the works, or any part thereof that may in his opinion be necessary, and for that purpose, or if for any other reason it shall in his opinion be desirable, shall have powers to order the successful tenderer shall do any of the following.

- a) Increase or decrease the quantity of any work included in the contract.(subject to clause No.31 of ITT)
- b) Deletion of any work.
- c) Change and modify the drawing (structural, Plan, Foundation, Façade etc.)
- d) Change the character or quality or kind of any work.
- e) Change the levels, lines, position and dimensions of any part of the works, and
- f) Execute additional work of any kind necessary for the completion of the works.

Such variation shall not in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken in to account in ascertaining the amount of the Contract price.

ii) No such variation shall be made by the successful tenderer without an order in writing of the engineer, provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause but is the result of the quantities required to be executed for completion of the work being more or less than those stated against the respective items in the schedule OF Quantities and rates and provided further that in such cases ,variations from the rates in the accepted Schedule of Quantities and Rates shall not be allowed.

iii) The valuation of extra item/substituted item/modified item shall be made in accordance with clause no. 22.2 hereunder, provided that the varied work has been executed with the prior approval of the engineer.

iv) If extra item/substituted item/modified item is executed by the successful tenderer without the prior approval of the engineer, such work is liable to be rejected and shall be re-executed by the successful tenderer at no extra cost. However, the engineer at his sole discretion, may accept such works, but the payment for the same will be made after reduction of ten percent (10%) from the valuation of such works made as per Clause no. 22.2.

22.2 Valuation of extra item / substituted item / modified item:

The rate for any extra item / substituted item / modified item shall be determined by the engineer as detailed below

- a) From a similar item if such an item exists in tender
- b) From a similar item if such an item exists in the MbPA S.O.R.
- c) From a comparable item, if such an exists in the tender

If (a) , (b) & (c) are not available then, in the following order preference

- d) From the rate analysis framed by engineer based on actual direct costs of labour and materials consumed and with an allowance of 10% towards successful tenderers profit and overhead.
- e) From the quotation obtained from the market and with an allowance of 10% towards successful renderers profit and overhead.

In case of (d) above the successful tenderer shall submit vouchers in respect of the rates of labour, material and hire charges of hired plant and equipment paid by him. In case of plant and equipment owned by the successful tender, the rate of hire charges to be billed will be fixed by the engineer.

Provided that no increase of the contract price under this clause of variations of rate or price shall be made unless as soon after the date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is applicable, notice shall have been given in writing by the engineer to the successful tenderer of his intension to vary a rate or price as the case may be.

Provided further that in the event of the successful tenderer disagreeing with the rate determine by the engineer, the successful tenderer shall not stop the work but shall

expeditiously the same and the employer will make provisional payment at the rate determined initially pending review and final decision.

22.3 Escalation / Price Adjustment:

No escalation be payable or price adjustment be made in the contract unless otherwise specified elsewhere in the tendering document or permitted by MbPA.

23. TERMS OF PAYMENT

23.1 Payment will be made for the completed work as per Bill of Quantities / specifications etc. or/and as specified in SCC. Payment will be made normally within 45 working days after submitting the bill alongwith all the relevant documents.

23.2 The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract and during the completion period shall be reimbursed by the Employer on production of documentary evidence. In case of any change and revision in any taxes duties & other statutory levies etc. and/or withdrawal / abolition of any taxes, duties and other statutory levies etc. the contractor will give due rebate as would be effected by such revision / withdrawal / change.

23.3 Every application to the Engineer for a certificate shall be accompanied by detailed invoice (in triplicate) setting forth in the order or Bill of Quantities and work executed upto the date of claim.

23.4 The Engineer may give any certificate, make any correction or modification in any previous certificates which have been issued by him and payments shall be regulated and adjusted accordingly.

23.5 Any statutory deductions such as Income Tax, Service Tax or any other levy of taxes and duties imposed by any Government authorities from time to time shall become applicable. Payment of all Port dues and any other amounts / charges those are due shall be recovered from the contractor's bill.

23.6 Advance Payment [Applicable only where contract value is more than Rs. 5 Crore]

23.6.1 MUMBAI PORT AUTHORITY may provide advance payment where contract value more than Rs. 5 Crore but subject to following conditions. However, availing facility of advance payment shall be optional with the tenderer.

Advance payment shall be made subject to contract condition with the following conditions:

- 1) 10% of the Contract Value shall be released as Advance payment
- 2) Advance payment attracts an interest at LR plus 2% per annum.
- 3) Advance along with accrued interest component shall be recovered from the stage payment in equal instalments provided that the advance payment shall be completely recovered prior to the time when eighty percent (80%) of the contract price has been certified for payment.

- 4) Central Vigilance Commission's Guidelines in this regard may be followed for recovery (time bound recovery)
- 5) The PLR shall mean PLR of State Bank Of India as on the date of release of Advance

23.7 Stage Payments (applicable only for contracts of value Rs. 5 Crore or more or/and as specified in SCC)

- i. Stage payment shall be released based on the progress of work / certification / reaching milestones as per the contract conditions.
- ii. A formal agreement has been drawn up with the contractor, under which the Employer secure a lien on the contractor's materials.
- iii. The materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.
- iv. In the event of storage of such materials within the Employer's protected areas, the contractor shall submit an indemnity Bond in the proforma and manner acceptable to Employer whereby the contractor shall indemnify the Employer against all financial loss/ damage, on account of loss/ damage to such materials for whatever reasons.
- v. In the event of storage of such materials outside the Employer's protected areas, the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favoring the Employer and for the same sum as is being advanced, in the proforma and manner acceptable to the Employer. The Guarantee shall be of a Mumbai Branch of any Nationalized Bank or a Scheduled Commercial bank, as the case may be, acceptable to the Employer and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Employer by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Employer, the Bank has extended the validity of the Guarantee.
- vi. The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond / Bank Guarantee, vide sub-clause (iv) & (v) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Employer.
- vii. All stage payments shall be backed by Bank Guarantee till the material is received at site.

24. PAYMENT MODE

24.1 The tenderer shall be paid through ECS (Electronic Clearing System) if the tenderer is located in Mumbai. The tenderer located outside Mumbai and anywhere in India shall be paid through National Electronic Clearing System (NECS) provided that the concerned branch of Bank is Core Banking enabled and MICR code starts with number other than zero.

24.2 The refund of EMD / Performance guarantee shall be done by MbPA through ECS / RTGS. Similarly, payments against bill(s) for work executed shall also be made in form of ECS / RTGS. Hence, the tenderer shall fill in all the required details in Form-8 enclosed and submit the same alongwith the original deposit receipt duly discharged.

25. DELAYED PAYMENT

Every effort will be made by the Employer for making payments to the contractor within the stipulated period. However, if for any reasons, payments are delayed by the Employer beyond the stipulated period after satisfactory submission of Contractor's claim comprising of all the relevant documents, no interest shall be payable for such delayed payments.

26. LIQUIDATED DAMAGES / LATE DELIVERY CHARGES

26.1 In the event of failure by the contractor to complete the execution of the work within the stipulated completion period or by the expiry of any period of extension granted by the Engineer in terms thereof the contractor shall be liable to pay, Liquidated Damages (L.D.)/Late Delivery Charges levied at the rate of half per cent (1/2 %) of the contract price per week or part thereof of delay, subject to a maximum of ten per cent (10%) of the contract price.

26.2 The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half per cent (1/2 %) of the contract value of the works for each week or part thereof subject to maximum of ten per cent (10%) of Contract Price.

26.3 The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

26.4 The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

26.5 In the event of such termination of the contract as described in GCC Clauses 26.2 or 26.3 or both, the Employer shall be entitled to recover L.D. maximum upto Ten percent (10%) of the contract value and forfeit the performance guarantee provided by the contractor. Further, the action as deemed fit will be taken by the Employer which may include blacklisting the contractor.

27. MISTAKES IN CONTRACTOR'S DRAWING

The contractor shall be responsible for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or other particulars supplied by him, have been approved by the Engineer or not. In such event, the Contractor shall make good the defects at his risk and cost.

28. WORKMANSHIP

All the work specified and provided for in the specifications or which may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial and workman like manner with materials of the best approved quality of their respective kinds, in accordance with the particulars, contained in or implied by the specifications and as represented by the drawings or according to any other

instructions given from time to time by the Engineer during the execution of the work and to the entire satisfaction.

29. WORKING HOURS

No work shall be carried out between Sunset and Sunrise and on Sundays or Central Government holidays except with the previous sanction in writing of the Engineer, granting to which will be entirely at his discretion and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will not be accepted by the Employer as a ground of excuse for not completing the work within the specified period.

30. INSPECTION AND TESTING

30.1 The Engineer shall have at all reasonable time access to the contractor's premises and shall have the power at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture there and if a part of the work is being manufactured on other premises, the contractor shall obtain permission for the Engineer to inspect as if the work was being manufactured on contractor's own premises.

30.2 Only such work will be accepted and paid for as the Engineer may certify to be strictly in accordance with the contract.

30.3 The Engineer on giving seven days' notice in writing to the contractor setting out any ground of objections which may have in respect of the work shall be at liberty to reject all or any materials of workmanship, the subject of any of the said grounds of objection which are not in accordance with the contract.

30.4 In all cases where the contract provides for tests whether at the premises of the contractor or any sub-contractor or elsewhere the contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out efficiently such tests of the work in accordance with the contract and shall at all-time facilitate the Engineer to accomplish such testing.

30.5 The cost of all tests and/or analysis effected at the contractor's or sub-contractor's work and on the site shall be borne by the contractor. The cost of independent test and/or analysis which the Engineer may cause to be made and which prove satisfactory will be borne by the Employer but the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.

30.6 The contractor shall give the Engineer, such reasonable notice of the progress of the work (and in particular of any work being made ready for shipment or transportation) as will permit inspection, examination and testing and no work shall be painted or prepared for shipment or transportation as the case may be without the consent of the Engineer until the same has been passed by Engineer as being ready for shipment or transportation but no such passing or consent shall relieve the contractor from the liability to complete the contract works in accordance with the contract.

31. REPLACEMENT OF DEFECTIVE WORK OR MATERIALS

If during the progress of the work, the Engineer shall decide and notify in writing to the contractor that contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall be made

good by the Contractor at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the specifications.

32. MATERIALS TO BECOME PROPERTY OF THE EMPLOYER

All materials, plant, and other things, the supply of which form the part of the contract work shall on delivery at Mumbai Port become the property of the Employer. All the contractor's materials, brought to and delivered at site for use of the contract works, shall from the time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but the contractor shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any, surplus of such materials, shall revert to the contractors and in the Specification or unless they shall be due owing to or accruing or to accrue to the Employer from the contractors any money under, or in respect of or by reason of the contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to supply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.

33. RISK PENDING COMPLETION

33.1 All the contract works until taken over by the Employer under GCC Clause 43 shall stand at the risk of the contractor who shall be responsible to make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect as per the Agreement.

33.2 Until the work shall be or be deemed to be taken over as provided in GCC Clause 43 the contractor shall also be liable for and shall indemnify the Employer in respect of all injury to any person or damage to any property of the Employer or of other, occasioned by the negligence or default of the contractor or his employees, or sub-contractor or of the Employer's employees, if any, working under the contractor's supervision by defective design or work by the non-compliance by the contractor with the terms of this contract.

33.3 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the contractor or his sub-contractors on the work including the Employer's employees, if any, working under the contractor's supervision. The contractor shall during the progress of the contract work insure himself and Employer against all liabilities in respect of such injuries to persons employed as aforesaid and shall at all times when required by the Engineer produce the policy for such insurance and the receipts for the last premium payable in respect thereof.

33.4 In the event of any claim being made or action brought against the Employer including the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may

arise therefore. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.

34. SETTING OUT AND MEASURING

The contractor shall furnish at his own cost measuring instruments, tools, measuring tapes and other implements and labour required for the proper setting out of the work and shall set out and be entirely responsible for such setting out. He may have obtained the drawings and layouts from the Engineer and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Engineer. The contractor shall provide all men, materials, appliances and things which the Engineer may require for measuring or inspecting the work.

35. SPECIFICATIONS AND DRAWINGS

The specifications and drawings are to be considered as explanatory to each other and should anything appear in the one that is not described in the other, no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies however appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the works as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Engineer whose explanation shall be final and binding upon the Contractor who shall execute the work according to such explanation and also to liaise with the inspecting agency at manufacturer's premises and at the point of delivery and without extra charges and shall also do all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The contractor should visit the site and make themselves thoroughly acquainted with the nature and requirement of the work before finalizing the design and detailed engineering, wherever applicable.

36. CONTRACTOR'S REPRESENTATIVE AND NOTICES

The contractor shall employ at least one competent representative whose name or names shall have previously been communicated in writing to the Engineer by the contractor to supervise the erection of the plant/equipment and carrying out the works and also liaise with inspecting agency, if any. The said representative or if more than one is deployed then one such representative shall be present at site during working hours and any written orders or instructions which the Engineer may give to the said representative of the contractor shall be deemed to have been given to the contractor.

37. STORAGE

The Engineer shall assess the storage requirement for the work under this tender and provide the same at sites if available, free of cost to the contractor for the work but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage or theft which may hamper such work until the same shall have been taken over as mentioned under GCC Clause 43. The contractor shall handover the storage area to the Employer as per the GCC Clause 48 and 58.

38. DEFECTIVE MATERIALS

If the Engineer considers any materials unfit for use or not in accordance with the specifications, the same shall be removed by the contractor from the site of the work within 24 hours or within reasonable period as instructed by the Engineer, after notice to that effect has been given to the contractor failing to remove such rejected materials the same shall be removed by the Employer at the contractor's risk and cost.

39. ENGINEER'S SUPERVISION

39.1 All the works shall be carried out under direction and to the satisfaction of Engineer but the contractor shall be responsible for the correctness of the work according to the drawing, except such works as have been carried out by the Engineer.

39.2 The Contractor shall take instructions from the Engineer and Engineer's Representative subject to limitation of GCC Clause 39.5 herein below.

39.3 The Engineer shall have full power and authority

- i. to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- ii. to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- iii. to order for any variation, alternation and modification of the work and for extra works.
- iv. to issue certificates as per contract
- v. to settle the claims & disputes of the Contractor and Employer, as the first referee.
- vi. to grant extension in completion time.

39.4 The Engineer's representative shall:

- i. watch and supervise the works,
- ii. test and examine any material to be used or workmanship employed in connection with the work.
- iii. have power to disapprove material and workmanship not in accordance with the contract and the contractor shall comply with his directives in this regard.
- iv. make assessment / take measurements of work done by the contractor for the purpose of payment or otherwise.
- v. order rectification of defective work by the Contractor at the contractor's expense,
- vi. have powers to issue alteration order not implying modification in design and extension of completion time of the work and

- vii. have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Employer under intimation to the Contractor.

39.5 Provided always that the Engineer's Representative shall have no power:

- i. to order any work involving delay or any extra payment by the Employer,
- ii. to make variation of or in the works and
- iii. to relieve the Contractor of any of his duties or obligations under the Contract.

39.6 Provided also as follows:

- i. If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
- ii. Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in Engineer to his Representative in writing shall bind the contractor and the Employer as though it had been given by the Engineer, who may from time to time make such delegation.

40. TESTS ON COMPLETION

40.1 The tests on completion shall be carried out at manufacturer's premises and / or at site in accordance with the contract.

40.2 On completion of erection/installation of all items at site in accordance with the contract, the contractor shall give the Engineer 7 days' notice in writing before making the "tests on completion" in accordance with and in the manner prescribed in the specifications. The defects pointed out by the Engineer during the joint survey would be rectified by the Contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Engineer. The joint acceptance report shall be treated as "Completion Certificate".

40.3 Unless otherwise agreed, the tests shall take place within 10 days after the expiry of the 7 days' notice on such day or days as the Engineer shall indicate or as may be agreed and such tests shall be carried out in the presence of the Engineer.

40.4 If any portion of work fails under the tests to fulfill the contract conditions, tests of the faulty portion shall, if required, by the Engineer or by the contractor be repeated within reasonable time upon the same terms and conditions and all the expenditure in this respect shall be borne by the contractor.

40.5 If the "Tests on completion" has not been successfully made by the contractor within one month after the time fixed for testing the work by the contractor for the commercial use, and if in the opinion of the Engineer the tests are being unduly delayed, the Engineer may in writing call upon the contractor under seven days' notice to make such tests, the Engineer may proceed to carry out such tests himself at the contractor's risk and expense.

41. RIGHT TO USE BEFORE TESTS

If the contractor neglects to make the tests on completion within the time stipulated by the contract, the Employer shall nevertheless have the right of using the installations at the contractor's risk until the 'test on completion' are successfully carried out.

42. REJECTION OF DEFECTIVE WORK

42.1 If the complete installation or any portion thereof before being taken over under GCC Clause 43 is defective, or fail to fulfill the requirements of the contract, the Engineer shall give notice to the contractor setting forth particulars of such defects or failures and the contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, the Employer may reject and replace at the cost of contractor the whole or any portion of the work as the case may be which is defective or fails to fulfill the requirements of the contract.

42.2 If any supply of defective plant shall have caused delay in the completion of the contract so as to give rise to a claim for damage on the part of the Employer under GCC Clause 26 nothing contained in this clause shall interfere without prejudice any rights of the Employer with respect to such claim.

43. ACCEPTANCE

The installation shall be deemed to have been accepted by the Employer when the same shall have been erected on site and the Engineer shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Engineer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the installation, provided always that the contractor undertake to make good such omissions and defects at the earliest possible moment.

44. GUARANTEE PERIOD / DEFECT LIABILITY PERIOD

44.1 The guarantee period will be effective for a period of twelve (12) months and it will be in force from the date of final acceptance of the items of work completed under the contract by the Employer and the contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.

44.2 If it becomes necessary for the contractor to replace or renew any defective portions of the installation under this clause, the provisions of this clause shall apply to the portions of the installation so replaced or renewed until the expiry of three months from the date of such replacement or renewal or until the end of the above mentioned guarantee period whichever may be later. If any defects be not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects. In such cases, the guarantee period shall be extended by a period equal to the sum of any period after the completion of contract during which the installation cannot be used for the purposes for which they are intended for the reasons of defect or damage.

44.3 If the replacement or renewals are of such a character as may affect the efficiency of the installation, the Engineer shall have the right to give to the contractor within one

month of such replacement or renewal notice in writing the 'Test on completion' be made in which case test shall be carried out as provided in GCC Clause 40 thereof. Should such guarantee not be sustained, the cost of the test shall be borne by the contractor.

44.4 All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be binding on the contractor in all respects during the guarantee period.

45. FORFEITURE OF PERFORMANCE GUARANTEE

The performance Guarantee shall be liable to be forfeited, if the Contractor fails to carry out the work in accordance with the contract or to perform / observe any of the Conditions of the Contract. The Employer shall be at liberty to deduct / recover any of the dues from the Performance Guarantee. All compensation or any other sums of money payable by the Contractor to the Employer under the terms of Contract shall be deducted from or paid by encashment of a sufficient part of the Performance Guarantee or from any sum due or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Contract Performance Guarantee being reduced by reason of any such deduction or encashment as aforesaid, the Contractor shall within fifteen days thereafter, make good the amount so reduced, in the form of Bank Guarantee in the prescribed format.

46. REFUND OF PERFORMANCE GUARANTEE

Upon the completion of the works to the satisfaction of the Engineer and after the expiry of Defect Liability Period including its extension, if any, the Employer shall refund to the contractor the said Performance guarantee after deduction therefrom the amount of Liquidated Damages/ Late Delivery Charges incurred and any other claims outstanding against the contractor upon receipt of written application from the contractor.

47. OPERATING AND MAINTENANCE MANUALS

Upon completion of entire contract work the contractor shall submit soft & hard copy of "as Made Drawing" (in duplicate) and operation & maintenance Manuals (in duplicate) wherever required. The cost of the same shall be deemed to have been included in the contract value.

48. REMOVAL OF MATERIALS ON COMPLETION

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

49. MEASUREMENT

49.1 Quantities:

The quantities set out in the Bill of Quantities are the estimated quantities and are liable to altered or omitted to the extent as specified elsewhere in this tender.

49.2 Work to be measured:

The Engineer shall ascertain and determine by measurement, the value of the work done in accordance with Contract. From time to time during the execution of the works and whenever required by the Engineer, detailed measurements of any part or parts of the Work shall be taken jointly by the Engineer and the Contractor.

If the Contractor has any difference of opinion as to the recorded measurements, he shall submit, in writing, to the Engineer, within one week from the date of the measurements, the details as to points of differences claimed, which will be examined and decided upon by the Engineer separately.

Should the Contractor fail to forthwith attend for taking the measurements along with qualified staff and appropriate equipment after having been intimated by the Engineer;

and/ or

fail to countersign the measurements in the Measurement Books;

and/or

fail to submit to the Engineer, in writing, within one week from the date of the measurements, the details of the points of difference claimed, if any;

then the measurements taken and recorded by the Engineer shall be taken to be the correct measurements and the contractor shall have no right to dispute the same.

50. WORK BURIED OR CONCEALED

The contractor shall give notice to the Engineer whenever any work is to be buried in the earth or made inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall at the opinion of the Engineer be either opened up for measurement at the contractor's expenses and no allowance shall be made for such work. Should any dispute or difference arise after the execution of any work as to measurements etc. which cannot be conveniently tested or checked, the Engineer's notes shall be accepted as correct and be binding on the contractor.

51. CHIEF MECHANICAL ENGINEER'S DECISION FINAL

The whole of the work under this contract shall be carried out under the direction of the Engineer-in-Charge. However, Chief Mechanical Engineer's decision upon any dispute arising under this contract or the execution thereof including any question as to construction and meaning of this contract or any clause therein shall be final and binding upon the contractor whether such decision shall have 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 save and except the methodology given for settlement of dispute as stated in GCC Clause 14.

52. PATENT RIGHTS

52.1 The contractor shall fully indemnify the Employer against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copy right or other protected rights in respect of any machine, plant work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the contractor in India or elsewhere. All payments, and royalties payable in one sum or by instalments or otherwise

shall be deemed to be included by the contractor in the prices quoted in the tender and shall be paid by him to whomsoever they may be payable.

52.2 In the event of any claim being made or action brought against the Employer in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from provided that the conduct of such negotiations or litigations shall be conditional upon the contractor giving to the Employer such security as shall from time to time be reasonably required by the Employer to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses, and cost which might be payable by the Employer in respect of or as a result of any such negotiation or litigation.

53. EMPLOYER'S LIEN

The Employer 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 Performance Guarantee lodged under this contract and which may become repayable to the contractor under the conditions on that behalf herein contained for or in respect of any set of all or any of these moneys or Performance Guarantee against any debit 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 contract and transactions of any nature whatsoever between the Employer and the contractors.

54. PHOTOGRAPHY INSIDE THE DOCK ZONE IS PROHIBITED

Without taking any prior written permission from the appropriate authority of MbPA, any kind of photography whether still or video / movie inside the Dock is prohibited.

In compliance to the above, the contractor must ensure that, any photograph of the work or any part thereof or plant employed by the contractor shall not be taken either by the contractor or by the sub-contractor(s) employed by the contractor, without the prior approval of Employer and no such photograph shall be published or otherwise circulated in any manner without the approval of the Employer.

55. ADVERTISEMENT

Without the written permission of the Employer, the contractor shall not advertise in newspaper and/or in electronic media and/or shall not display on any hoarding, fencing, building etc. in connection with this contract.

56. STATUTORY LICENCES:

A. In case of Electrical Works only:

- i) The contractors will be required to furnish electrical contractors' License No. issued by the Government of Maharashtra, before commencement of the work to the Engineer. He will also be required to furnish from time to time the names of the electrical supervisors, their license No. who will be supervising the work responsible for carrying out the work to the entire satisfaction of the Engineer.
- ii) If the tenderer possess the Electrical Contractor's License issued by the Government other than the Government of Maharashtra then the tenderer shall

obtain and produce the license issued by the Government of Maharashtra within 4 weeks from the placement of order or engage the Services of authorised electrical contractor having valid electrical contractor's license issued by Government of Maharashtra. In that case, a Memorandum of Understanding (MOU) between the tenderer and the authorised electrical contractor whose services the tenderer will engage to execute the tender work upto the satisfaction of the Engineer within the stipulated time as well as for providing support during Defect Liability Period including extensions, if any, for the entire tender work shall be prepared. The copy of the same shall be submitted before commencement of the work. However, the tenderer has to make MOU on stamp paper to that effect and submit the same alongwith techno-commercial proposal for evaluation purpose.

However, in such cases, the total responsibility lies with the tenderer.

B. Any other requisite licenses for the execution of tender work shall be furnished as specified in SCC.

57. ELECTRICAL POWER

57.1 The contractor will be allowed to tap/use electric power to the extent of 1 KW free of cost, if electric supply from this Port Authority network is available at work site subject to the contractor's complying with the rules and regulations and temporary load safety precaution laid down by this Port Authority from time to time. Use of power is restricted to single phase, electrical drilling machine, temporary lighting and testing of the lighting installation.

57.2 For additional power supply requirement will be on chargeable basis during the period of contract as per applicable electricity tariff of MUMBAI PORT AUTHORITY. The contractor will provide cables, switchgears etc. to receive electricity from MbPA's nearest electric supply service. For use of such electricity, all supply and safety regulations including Indian Electricity Rules to be abided by the contractor.

58. USE OF GROUND

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

59. INDEMNITY

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

60. CO-ORDINATION OF CONTRACT WORK

The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Port Authority as applicable while execution of tender works. The Contractor shall also provide facilities and services for them to the extent as described

in the Specifications. Engineer may modify the schedule of other contractors and shall notify the contractor of any such modification.

61. SAFETY OF EXISTING UNDERGROUND SERVICES

The contractor shall take due care and adopt such measures to ensure that the existing underground services of this Port Authority as well as Public Utility Bodies viz. Tatas, B.E.S.T, M.T.N.L., M.C.G.B., etc., are not damaged during the excavation work of cable trenches, pole pits, foundation pits, etc. The drawing showing the approximate route of such service will be made available before starting the work. Exact location of a service shall be ascertained by taking trial pits at strategic points as directed by the Engineer. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service, irrespective of the fact that the utmost precautions are taken to avoid damage shall entirely be at the risk and cost of the contractor.

62. NOTICE TO STATUTORY BODIES

The contractor shall give the customs, municipal, police, petroleum, road and rail transport authorities and other authorities all notices, etc. that may be required by law and obtain all requisite licenses / clearances for temporary obstructions, enclosures and for any other purposes whatsoever and pay all fees, taxes and charges which may be livable on account of his/their own operations in executing the contract. He shall make good any damage to adjoining property whether public or private and supply and maintain any light etc. required at night.

63. TERMINATION

63.1 Termination for Default (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:

- (i) if the Contractor fails to execute the works or deliver any or all of the material within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 17;
- (ii) if the Contractor fails to perform any other obligation under the Contract; or
- (iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in ITT Clause 36, in competing for or in executing the Contract.

(b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 63.1(a), the Employer may execute or procure, upon such terms and in such manner as it deems appropriate, material or works or related services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar material or works or related services. However, the Contractor shall continue performance of the part of the Contract which is not terminated.

63.2 Termination for Insolvency. (a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer

63.3 Termination for Convenience. (a) The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The material or works or related services that are complete and ready for shipment / execution within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining material or works or related services, the Employer may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed material or works or related services and for materials and parts previously procured by the Contractor.

63.4 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/their creditors or upon his assigning this contract or upon execution being levied on the contractor goods or upon the Employer certifying under his hand and in his opinion the contractor has

- i) Abandoned the contract or
- ii) Suspended the progress of the work for seven days after receiving from the Employer's written notice to proceed without any lawful excuse under conditions, or
- iii) Failed to make proper progress with the work for seven days after receiving from the Employer's written notice to employ more men, or
- iv) Failed to remove materials from site or pull down the rebuilt work for seven days after receiving from the Employer's written notice that the said materials or works are condemned and rejected by the Employer under GCC Clause 31,

or

- v) Failed to give the Employer proper facilities for inspecting the works or any part of them for three days after receiving from the Employer, written notice demanding the same, or Failed to submit any work or materials to proper test

for three days after receiving written notice from the Employer requiring the same,

or

vi) Failed to complete all or any part of the work by the time or extended time for completion,

Then the Employer may enter upon the site and works and expel the contractor from there and may themselves use the material and plant upon the premises for the completion of the work and employ any other contractor to complete or may themselves complete the work, upon such entry the contract shall be determined save the rights and power conferred upon the Employer hereby. The Employer's certificate under this clause shall be conclusive proof as between the contractor and Employer of the statement contained in it.

64. PAYMENT UPON TERMINATION

64.1 If the Contract is terminated, the Engineer shall certify for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply the work not completed. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

65. PROPERTY

65.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by MbPA, are deemed to be the property of the MbPA, if the Contract is terminated because of a Contractor's default.

66. FORCE MAJEURE

66.1 The Contractor shall not be liable for forfeiture of its Performance Guarantee, 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 event of Force Majeure.

66.2 For purposes 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.

66.3 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 is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

67. LABOUR

67.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer,

deliver to the Engineer return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

67.2 The contractor shall not employ a young child who has not completed his fifteenth year of age. He shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act, 1948.

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

67.4 The contractor shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.

67.5 In pursuance of Section 21 of Contract Labour (Regulation & Abolition) Act 1970, above Act and Rule 25(2)(V)(a) framed thereof, the tenderers / contractors should note that in case where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by this Port Authority, the wage rate of all category of workmen shall be in accordance with the statement of MBPA Schedule of Rates revised from time to time. The wage rates in respect of categories of workman which are not included in the Port Authority schedule shall not be less than those specified in the Schedule of 'Fair Wages'. The latest statement of MUMBAI PORT AUTHORITY Schedule of Rates is annexed hereto.

67.6 If any enhancement in the rates of Wages become payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulations and Abolitions) Central Rules, 1971 including an increase of the Wages, the same shall be borne by the contractor/contractors.

67.7 The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions as well as the provision mentioned in the sub-clause/para no.67.10 below, pertaining to the Employees' State Insurance Act (i.e. ESI Act).

67.8 The contractor shall make necessary arrangements for the Engineer to witness the payment made by the Contractor to his laborers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Engineer's representatives.

67.9 The Employer shall have the right to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good loss suffered by any worker(s) by reason of non-compliance by the contractor with the extant laws and regulations concerning the labour employed on the work.

67.10 The contractor shall comply with provision of the Employees' State Insurance Act, 1948 and Employees Provident Funds and Miscellaneous Provisions Act, 1952 and the contractor should maintain the documents/records statutorily required under the Act.

Casual/Contract labourer if any, engaged by the contractor/sub-contractor must possess valid Temporary Identity Certificate or Permanent Biometric Pechchaan Card issued by the

Employees' State Insurance Corporation(ESIC). The contractor/sub-contractor is not required to obtain Workmen's Compensation Policy.

The permission for execution of contract shall be granted only after the contractor is registered himself online with EPFO (Employees Provident Fund Organization) and ESIC.

67.11 Supply of water: The contractor shall, as far as practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's representative, an adequate supply of drinking and other water for the use of the contractor's staff and workmen.

67.12 Festivals and religious customs: The contractor shall in all dealings with labour in his employ, have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of MUMBAI PORT AUTHORITY.

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

67.14 Disorderly conduct, etc.: The contractor shall at all-time take all reasonable 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 person and property in the neighborhood of the works against the same.

67.15Accidents: The contractor shall, within twenty four (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 Engineer or his representative. The contractor shall also report such accidents to the concerned constituted authorities.

68. CONTRACT LABOUR (REGULATION & ABOLITION) CENTRAL RULES, 1971

68.1 The 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; Factories Act, 1948; the Minimum Wages Act, 1948; Dock Labour Regulations; Contract Labour (Regulation and Abolition) Act, 1970 and any statutory amendments or re-enactment thereof for time being in force.

69. FAIR WAGES CLAUSE:

- (a) The contractor shall pay the laborers engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages for Greater Mumbai payable to the different categories of laborers as set out in the schedule annexed thereto (Annexure'). However, subject to the other provisions in the Conditions of Contract herein and to provision of any other law for the time being in force in the country, the minimum rates of wages for any person/persons below 18 years of age and for disabled persons shall be 70% of the rates payable to adult workers of the appropriate category.
- (b) Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wages to the labourers directly engaged on the work including any

labour engaged by the sub-contractor in connection with the said works as if the labourers had been immediately employed by him.

(c) DISPLAY OF NOTICES REGARDING WAGES, ETC.:

The contractor shall, before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer, MUMBAI PORT AUTHORITY.

(d) WAGES BOOKS AND WAGE SLIPS:

The contractor shall maintain Wage book of each worker in such form as may be convenient but the same shall include the following particulars.

- i) Rate of daily or monthly wages.
- ii) Nature of work on which employed.
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with all indications in each case of the ground for which the deductions are made.
- vi) Wages actually paid for each wage period.

A WAGE SLIP FOR EACH WORKER EMPLOYED ON THE WORK SHALL BE PROVIDED

Provided that the Engineer may grant exemption from the maintenance of the wage slip if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books as specified herein above.

(e) PRESERVATION OF BOOKS AND SLIPS

The wage books and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

(f) INSPECTION OF BOOKS AND SLIPS:

The contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received or to the Chief Mechanical Engineer, MbPA or any other person authorised by him on his behalf.

(g) POWER OF THE ENGINEER TO MAKE INVESTIGATION AND ENQUIRIES:

The Engineer shall have power to make enquiries with a view to ascertaining and enforcement due and proper observance of the fair wages clause. He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

- (h) The Engineer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers for the reason of non-payment of the aforesaid fair wages except

on account of any deductions that may be permissible under any law for the time being in force.

(i) REPRESENTATION OF PARTIES:

1. A workman shall be entitled to be represented in any investigation or enquiry under this clause by:

- a) An Officer of registered Trade Unions of which he is a member.
- b) Any Officer of a Federation of Trade Union to which the Trade Union referred to in the previous sub-clause is affiliated.
- c) Where the worker is not a member of any registered Trade Union, or of any approved Trade Union by an Officer of a registered Trade Union connected with the industry in which the worker is employed.

2. An employer shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an Association of Employers' of which he is a member.

3. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

70. REPORT OF ACCIDENT

The contractor shall, within 24 hours of the occurrence of any accident, at or near the site or in connection with the execution of the work under the contract, report the accident to the Engineer or his representative(s) and shall make every arrangement to render all possible assistance to the victim(s) of such accident. The contractor shall also report such accident to the competent authority whenever such a report is required by law. For any accident occurred within the entire operational area covered under the contract, the contractor shall ensure prompt investigation into the matter through recording of statement of the personnel witnessing the accident. The report containing the findings along with the statements so recorded will then be forwarded by the contractor to the Engineer at the earliest. At the first instance, an 'Accident Report' shall be prepared (in triplicate) by the concerned Supervisor / Engineer on duty engaged by the Contractor and a copy of the same to be forwarded immediately to the Engineer.

71. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Engineer shall have the right to deduct any money due to the Contractor including his

amount of performance guarantee. The Engineer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

72. APPLICABILITY OF LAWS ON THE CONTRACT

The contract shall be governed by all relevant Laws of India & the contractor shall comply with them as amended from time to time as applicable only within the jurisdiction of the Honorable Mumbai High Court, India. Some of the relevant Acts under the Laws of India are given below:

- i. The Indian Contract Act, 1872.
- ii. The Major Port Authority Act, 1963
- iii. The Workmen's Compensation Act, 1923
- iv. The Minimum Wages Act, 1948
- v. The Contract Labour (Regulation & Abolition) Act, 1970
- vi. The Employees State Insurance Act 1948
- vii. Dock Workers (Safety, Health & Welfare) Act, 1987
- viii. The Indian Arbitration Act (1940) (in the case of definite Arbitration Agreement only)
- ix. Indian Arbitration and Conciliation Act, 1996
- x. Indian Electricity Rules, 1956 with latest amendments
- xi. Employment of Children Act, 1938
- xii. Factories Act, 1948
- xiii. Payment of Wages Act, 1936
- xiv. Other Acts / Rules / Regulations which may be applicable to the contract during execution of the same

SPECIAL CONDITIONS OF CONTRACT (SCC)

All the works shall be carried out under direction and to the satisfaction of Engineer/Engineer’s representative. The Engineer/Engineer’s representative responsible for this tender are as under.

Engineer: Chief Mechanical Engineer

Engineer’s representative: Shri. C.S.Nirmal, Superintending Engineer

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Amendment / Deletion / Addition to corresponding Clause of GCC
GCC 1.1 (a)	Engineer In charge for this work: 1)Mr. Anjan K.Maiti, Dy.Chief Mechanical Engineer 5 th Floor, N.V. Nakhava Marg, Mazgaon, Mumbai -4000 010 India Phone: + 91-22-6656 6501 E-Mail: ak.maity@mumbaiport.gov.in Note: The Employer may nominate any other officer(s) for execution and monitoring the contract.
GCC 1.1 (j)	The Project Site (s) is: MbPT’s Marine Oil Terminal at Pir Pau.
GCC 23	GCC 23 the method and conditions of payment to be made to the Contractor under this Contract shall be as follows: 100% of quoted amount shall be paid after completion of the work in all respect duly certified by Engineer.
GCC 57.1	The contractor will be allowed to tap/use electric power free of cost, if electric supply from this Port Trust network is available at work site subject to the contractor's complying with the rules and regulations and temporary load safety precaution laid down by this Port Trust from time to time.

I/We agree to execute the work to the above General and Special Conditions of Contract.

Signature of

Signature of

Witness _____

Tenderer _____

Name _____

Name _____

Address _____

Tel. No. _____

Tel. No. _____

Fax No. _____

SECTION V

SPECIFICATIONS, DRAWINGS &

ANNEXURES

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT
NEW MANIFOLD PIRPAU.

1. GENERAL SPECIFICATIONS FOR WORKS:

- 1.1 The specifications describe certain broad requirements to which the contractor shall work, but the fact remains that everything may not be fully specified and certain errors and omissions are likely to remain in the specifications. This shall not release the contractor from his obligations to execute the work complete in all respects in accordance with prevailing healthy practice so that the entire installation can be put to commercial use without resorting to extra work by this Port Authority.
- 1.2 Figured dimensions on drawing shall supersede measurements by scale and drawing to a larger scale shall take precedence over those of a smaller scale. Special dimensions or directions in the specifications shall supersede all else.
- 1.3 All the material used for the work shall be in accordance with the requirements stated in Specifications, Bill of Quantities, Schedule of approved makes and shall comply with the appropriate Indian or British standard specifications and shall be subject to the approval of the Chief Mechanical Engineer or his representative.
- 1.4 No extra cost for any item other than those called for in the Bill of Quantities will be admissible and as such the rates quoted shall be all inclusive. The tenderer may, however, quote for any other items as extras which are not specifically mentioned in the Bill of Quantities, but which in his opinion are necessary for the proper commissioning of the installation.
- 1.5 The works shall be carried out in strict accordance with these specifications, the Indian Electricity Act and Rules, the Regulations for the Electrical Equipment for Buildings issued by the Institute of Electrical Engineers, London and wherever applicable the Regulations of the Mumbai Fire Insurance Association. All old materials wherever dismantled from the existing installations shall be the property of MUMBAI PORT AUTHORITY and must be handed over to the Chief Mechanical Engineer or his representative. All approved materials from the existing installation shall be reused whenever specified and the balance shall be supplied by the contractor, the approximate quantities of which are shown in the Bill of Quantities. Whenever buy-back arrangement for taking over the old dismantled materials by the contractors against suitable rebate is included in the tender, then the same shall be the property of the contractors and as such, old installations can be removed and taken over by them as specified for final disposal / shifting from work site at their risk and cost.
- 1.6 All civil engineering works wherever required in connection with the installations and/or erection of all the items included in the present tender for satisfactory completion of the work and such other work not specifically

brought out by the tenderer as required to be provided by this Port Authority shall be carried out by the contractor at his cost. Any defacing of the walls, flooring etc., inside the sub-station, buildings, sheds, switch-rooms, pump rooms, etc., shall be made good by the contractor at his cost on completion of the erection work.

- 1.7 The site of work has been indicated in the description of the work and/or on drawing.

2. Supply of Elbow:

The details of existing leaking elbow is as under

Type: Long radius (1.5D) Butt weld

Outer diameter: 30.34”

Wall thickness: 12.7mm

Pressure class: 150

Material: API 5L Grade B ERW

The contractor shall supply Long radius (1.5D) Butt weld elbow of 32” dia size with the material and pressure class same as existing elbow. The contractor shall supply and deliver this elbow at site. The required elbow size is tentatively given but the actual size may be verified by the contractor at site. The manufacturer’s Test Certificate shall be submitted along with the material for the verification of material type and grade.

3. Supply of stainless steel ball valve:

The contractor shall supply and deliver at site 2” size SS ball valve with the specification as tabulated below

DESCRIPTION	MATERIAL SPECIFICATION
BODY, SEAT	ASTM A 351 Gr.CF8M
BALL DISC, STEM	ASTM A 351 Gr.CF8M
SEAT COVER / BODY	ASTM A 351 Gr.CF8M
STUD, NUT , SCREW, WASHER	ASTMA A 193 GR.B 8M/ASTM A19 GR 8
GLAND FLANGE	ASTM A 351 Gr.CF8M
HANDLE	CAST STEEL
END CONNECTION	FLANGED, Flange Drilling as per IS;1538, Table – IV & VI Flat face
MAX. OPERATING PRESSURE	19.6 kg/Sq.cm
HYDRO STATIC TEST PRESSURE	Body:30 kg./Sq.cm SEAT:21 kg/sq.cm
SERVICE/APPLICATION	SEA WATER

PRESSURE RATING	1 5 0 C l a s s
-----------------	-----------------

The manufacturer's Test Certificate shall be submitted along with the material for the verification of material type and grade.

4. Supply of Flanges:

The contractor shall supply and deliver following stainless steel flanges as per specification

SORF Flange:

Size : 2" dia

Material: SS316L

Pressure Rating : 150Class

Blind Flange:

Size : 2" dia

Material: SS316L

Pressure Rating : 150Class

The manufacturer's Test Certificate shall be submitted along with the material for the verification of material type and grade.

5. TECHNICAL SPECIFICATIONS:

The broad scope of work ~~scope of work~~ included in this tender is as under:

- i) The contractor shall supply the required scaffolding material and make scaffolding arrangement prior to start the work at site.
- ii) Cutting and removing of existing support below the leaking elbow portion on C1 line branch connecting to HPCL flushing line and provide temporary support at suitable location for the same line. The material for temporary support shall be provided by the contractor.
- iii) The contractor shall fabricate the Long radius (1.5D) Butt weld elbow mentioned at Sr.No.2 and ensure that it perfectly matches the radius of existing elbow so that there is no air gap between them. After proper fit up, the doubler plates shall be welded with required number of runs. After completing sufficient number of welding runs, the welding quality shall be checked with Dye Penetrant (DP)testing.
- iv)The contractor shall supply and deliver suitable doubler plate for strengthening existing 16"dia kicker line inside manifold on Crude line. On the kicker line, online sealing has already been done due to leakage. The contractor shall fabricate the doubler plate from suitable pipe supplied by the contractor and carry out proper fit up on existing pipeline. After proper fit up, the doubler plates shall be welded with required number of runs. After completing sufficient number of welding runs, the welding quality shall be checked with Dye Penetrant (DP)testing. The details of required pipe to be supplied by the contractor is as under

Pressure class: 150

Material: API 5L Grade B

Wall thickness: Schedule STD

Length of pipe: 1.5m

- v) The contractor shall carry out hot taping for fitting drain valve mentioned at Sr.No.3 on C1line at the bottom most point of pipeline so that accumulated salt water in the elbow portion will get drained. The welded SS drain pipe with SS Flange on the C1 line shall be properly strengthened.
- vi) The SS ball valve mentioned at Sr.No.3 shall be fitted on the flange of drain pipe with suitable fasteners of ASTM A 193 GR.B 8M/ASTM A19 GR 8. The Blind flange shall be fitted on the other end of Ball valve with suitable fasteners mentioned as above.
- vii) After completion of work, inspection for any leakage from the doubler plate and drain pipe welding portion will be done by pressurizing the line from HPCL flushing line upto 10 bar for at least 4hours.
- viii) The contractor shall carry out any other work which is not included in the above but required for successful completion of job as per SOQR and scope of work.
- viii) The contractor shall appoint a TPI agency who are accredited by Quality Council of India for inspection, testing & certification of the aforesaid work. The cost of the engagement of TPI agency is deemed to be included in the offered price as per BoQ.
- ix) Painting of the doubler plate after welding is under the scope of the contractor. The painting schedule is mentioned below:

Painting shall be done by applying a coat of F-8 (self-priming surface tolerant high built epoxy coating cured with polyamine hardener) in range of 100 microns after a proper surface preparation as per st2/st3 standard, then a coat of P-6 primer (two component epoxy zinc phosphate) of 40 microns, then two coats of F6A paint (high built epoxy finish coating cured with polyamine hardener) 100 microns each and final painting F2 (two component acrylic - polyurethane finish paint) 40 microns. The total Dry Film Thickness will be $100+40+100+100+40 = 380$ microns.

Recommended makes of Paints the contractor shall use for painting are as under:

- I. M/s. Kansai Nerolac Paints Ltd.
- II. M/s. Berger Paints Ltd.
- III. M/s. Sigma Marine & Protective Coating India Pvt. Ltd.
- IV. M/s. Akzo Nobel Coatings India Pvt. Ltd.
- V. M/s. Jotun (Singapore) Pvt. Ltd
- VI. M/s. Asian Paints India Ltd.
- VII. M/s. Shalimar Paints Ltd.
- VIII. M/s. Hempel Coatings (Singapore) Pvt. Ltd.

ANNEXURES

1. Schedule of MbPA Wage Rates.
2. Name Board to be put up at work site for Contract Work.
3. Schedule of Equipment and / or Materials to be supplied by MbPA.
4. Schedule of Recommended makes.

Annexure-1

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT
NEW MANIFOLD PIRPAU.

SCHEDULE OF MbPT WAGE RATES FOR THE QUARTER JULY TO SEPT. 2023

Sr.No.	Designation	Min. basic Wage + VDA + HRA + TR +WA= Monthly wages.	Min. basic Wage + VDA + HRA + TR + WA No. of days.
1	Electrician – 1 st Grade	48029.00	1549
2	Wireman	48029.00	1549
3	Cable Jointer (Highly Skilled)	48029.00	1549
4	Carpenter (Highly Skilled)	48029.00	1549
5	Fitter (Highly Skilled)	48029.00	1549
6	Rivetter (Highly Skilled)	48029.00	1549
7	Welder (Highly Skilled)	48029.00	1549
8	Asstt. Wireman	40762.00	1315
9	Linesman	40762.00	1315
10	Asst. Linesman	40762.00	1315
11	Carpenter (Skilled)	40762.00	1315
12	Fitter (Skilled)	40762.00	1315
13	Painter – II Grade	40762.00	1315
14	Rivetter (Skilled)	40762.00	1315
15	Welder	40762.00	1315
16	Cable Jointer	39410.00	1271
17	Asstt. Cable Jointer	39410.00	1271
18	Mason	39410.00	1271
19	Brush Painter	39410.00	1271
20	Muccadam	39410.00	1271
21	Head Watchman	39410.00	1271
22	Mazdoor	38565.00	1244
23	Khalasee (Lascar) II Grade	38565.00	1244
24	Watchman	38565.00	1244

25	Jr. Engineer	56648.00	1827
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FAIR WAGES RATES FOR THE QUARTER JULY TO SEPT. 2023

Sr. No.	Category	Rate per day Rs.	Spl. Allow. Per day Rs.	Total Rs.
1)	Skilled	637.00	260.00	897.00
2)	Semi- Skilled	579.00	237.00	816.00
3)	Un - Skilled	523.00	213.00	736.00

It may please be noted that Schedule of wages in force at the time of execution of work will be applicable.

Date: _____

Tenderer's Signature: _____

Annexure-2

NAME BOARD FOR CONTRACT WORK

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT
NEW MANIFOLD PIRPAU.

NAME OF CONTRACTOR : _____

TELEPHONE NO. : _____

OFFICER-IN-CHARGE : _____

DESIGNATION & TELEPHONE NO. : _____

COMMENCEMENT DATE : _____

SCHEDULED COMPLETION DATE : _____

The Board/s should be painted in Yellow colour with above details in Black Capital Letters. (Approved quality enamel paint should be used)

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT
NEW MANIFOLD PIRPAU.

SCHEDULE OF EQUIPMENTS AND/OR MATERIALS TO BE SUPPLIED
BYMUMBAI PORT AUTHORITY

Sr. No.	Item No. in Tender	Qty.	In (Unit)	Description of Item
-	-	-	-	-

Annexure-4

MUMBAI PORT AUTHORITY
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER No. MEED 02/2024

DOUBLER WELDING ON 30" DIA C1 LINE & 16" C1 KICKER LINE AT
NEW MANIFOLD PIRPAU.

SCHEDULE OF RECOMMENDED MAKES

SR. NO.	Description of materials	Recommended makers (Name and/or Brand Name)
1		
2		
3		
4		

NOTE: The above list does not absolve the contractors from supplying the materials according to specifications. It will be the responsibility of the contractors to assess the quality of the materials which will meet the requirements of this Port Authority. Only best quality materials manufactured under a particular name/brand name will be accepted and the decision of the Engineer or his representative will be final and binding on the contractors as regards the quality and suitability of the materials.

The contractor may submit other make of approval subject to meeting the specifications.

In case of non-availability of various approved items (listed above) in the open market even after putting sufficient efforts to get approved brand items. The materials manufactured to Indian Standard Specifications and bearing B.I.S. certification embossment will be acceptable subject to prior approval without extra additional cost. However, to this effect the firm has to make an application in writing stating about non-availability of items in the market within 10 days from the date of award of the contract.

SECTION - VI
CONTRACT FORMS

CONTRACT FORMS

1. Specimen Format for Bank Guarantee for Performance Guarantee
2. Specimen Format for Bank Guarantee for Advance Payment
3. Specimen Format for Bank Guarantee for EMD
4. Specimen Authorization Letter from Bank for Bank Guarantee
5. Specimen Format of Agreement
6. Non-Disclosure agreement

**SPECIMEN FORMAT FOR BANK GUARANTEE FOR
PERFORMANCE GUARANTEE**

**(To be executed on appropriate amount non-judicial
stamp paper)**

In consideration of *The Board of Mumbai Port Authority, a statutory corporation, constituted under Major Port Trust Authorities Act, 2021 under the Laws of India* (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 _____ (hereinafter called the "Contractor") (Name of the Contractor/s) from the demand under the terms and conditions of the Contract, vide _____ 's letter No. _____ (Name of the Department) date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Performance guarantee _____ in case or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. ____ (Rupees _____) only we, the (Name of the Bank and address) _____ (hereinafter referred to as "the Bank's) at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) 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.

2. We, _____, _____, do hereby (Name of Bank) (Name of Branch)

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 Contractors 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. _____ (Rupees _____) only.

3. We, _____, undertake to pay to the (Name of Bank and Branch)

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 a valid discharge of our

liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that
(Name of Bank and Branch)

the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till and 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

(Name of the user department)

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. PROVIDED HOWEVER that the Bank shall be 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.

5. We, _____ further agree with the Board
(Name of Bank and Branch)

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 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 Contractors 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the Contractor(s).
7. It is also hereby agreed that the Courts in Greater Mumbai would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. "Notwithstanding anything contained herein:
- a) our liability under this Bank Guarantee shall not exceed RS. _____
(Rupees
_____ only);
- b) this Bank Guarantee shall be valid upto _____; and

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

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

**SPECIMEN FORMAT FOR BANK GUARANTEE FOR
ADVANCE PAYMENT**

**(To be executed on appropriate amount non-judicial
Stamp Paper)**

*(as per CVC guidelines, BGs for advance shall be taken in equal numbers that of
accepted number of instalments and BG shall be valid for period till expiry of
successive date of
recoveries)*

*[The Bank. as requested by the successful Tenderer, shall fill in this form in
accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Tender Submission]*
Tender No. and title: *[insert number and title of Tendering process]*

[bank's letterhead]

Beneficiary:*[insert legal name and address of Port]*

ADVANCE PAYMENT GUARANTEE No.:*[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Contractor]* (hereinafter called "the Contractor ") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for execution of works viz., *[insert title of contract]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)in figures and words]* upon receipt by us of your first demand in writing declaring that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than for the purpose intended.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Contractor under the Contract until *[insert date]*.

[signature(s) of authorized representative(s) of the bank]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so- should also be enclosed]

Following guidelines are to be followed while approving Bank Guarantee (Performance/ Advance Payment)

A) Bank Guarantee shall be- 1)As per approved draft.

- 2) On Stamp Paper of Rs. 100/- . The validity of Stamp Paper is upto 6 months from the date of purchase of Stamp Paper. It means Bank Guarantee shall be executed (signed) within 6 months otherwise Stamp Paper & Bank Guarantee thereon is invalid.
- 3) Valid for a period as per contract period.
- 4) As per Mumbai Stamp Act, the present value of Stamp Paper is Rs. 100/- which may be amended from time to time.

B) Authorisation letter shall be –

- 1) As per draft approved.
- 2) On Bank's letter head.
- 3) On the date of issue of date of sign/ execution of Bank Guarantee.
- 4) The date of issue of authorization letter in such case shall not be prior to date of execution/signature of Bank Guarantee. It should not be signed by the same person who is/ are authorised to sign the Bank Guarantee. If two persons are authorised then both will sign Bank Guarantee and authorisation Letter.

SPECIMEN FORMAT FOR BANK GUARANTEE FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:** The Board of Mumbai Port Authority, S.V. Marg, Ballard Estate, Mumbai – 400 001.

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[number]*. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) twenty-eight days after the expiration of the Tenderer's Tender or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so- should also be enclosed]

SPECIMEN AUTHORISATION LETTER FROM BANK FOR BANK GUARANTEE

(On the Bank letterhead)

(Strike out which is not applicable)

Date:

To,

The Board of Mumbai Port Authority.

Ref: Tender No. CME_____

[TITLE OF WORK]

Dear Sir,

Sub: Our Bank Guarantee No._____dtd._____

ForRs._____favouring yourselves issued on a/c of

M/s. _____

(Name of contractor)

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. _____ validity for expiry and (Name of contractor) claim expiry date upto _____.

We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name & Signature of the Bank Officer.

SPECIMEN FORMAT OF AGREEMENT

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) *The Board of Mumbai Port Authority, a statutory corporation, constituted under Major Port Authorities Act ,2021 , under the Laws of India and having its principal place of business at Port House, S.V. Road, Ballard Estate, Mumbai – 400 001 (hereinafter called “the Employer”), of the one part And*

(2) *[insert name of Contractor], [incorporated under] the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called “the Contractor”) of the other part*

WHEREAS the Board invited Tenders against tender no. **[Number]** for execution of **[TENDER TITLE AND BRIEF DESCRIPTION]**, and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Specifications, drawings;
 - (e) Notice Inviting Tender;
 - (f) Replies issued to the Pre-bid queries, addenda, if any, issued **[numbers and dates]**;
 - (g) The Contractor ’s Tender Offer and priced Bill of Quantities;
 - (h) The Employer’s Notification of Award/ Letter of Acceptance;
 - (i) **[Correspondence the Employer/ Board had exchanged with the tenderer till and after award of contract [specific letters and dates]**;
 - (j) **and [Add here any other document(s)]**

AND WHEREAS

EMPLOYER/ BOARD accepted the Tender of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

A. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and in such manner as provided for in the CONTRACT. AND

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.
For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*
in the capacity of *[insert title or other appropriate designation]* in
the presence of *[insert identification of official witness]*

For and on behalf of the Employer

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]* in
the presence of *[insert identification of official witness]*

The common seal of the board of Mumbai Port Authority
was affixed in presence of
Secretary, MUMBAI PORT AUTHORITY

Secretary MUMBAI PORT AUTHORITY

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 having its Office at Vijaydeep, SoorjiVallabhdas Marg, Ballard Estate, Mumbai - 400001(hereinafter referred to as "CLIENT") which expression shall unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns of the First Part;

And

[*insert name of Contractor*], [incorporated under] the laws of [*insert: country of Contractor*] and having its principal place of business at [*insert: address of Contractor*] (hereinafter called "the Contractor").

CLIENT and the Contractor are individually referred to as a "Party" and collectively as "Parties")

WHEREAS:

1. **CLIENT** is engaged in business of providing services to the shipping fraternity, cargo handling and port operations.
2. **CONTRACTOR** is engaged by the Client for providing services/ works.
3. **CLIENT** is desirous of availing services of the 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 there of 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 keeps 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 the parties hereto have caused this Agreement to be executed in accordance with the laws of *INDIA* on the day, month and year indicated above.
For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*
in the capacity of *[insert title or other appropriate designation]* in
the presence of *[insert identification of official witness]*

For and on behalf of the Employer

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]* in
the presence of *[insert identification of official witness]*

The common seal of the Board of Mumbai Port Authority was
affixed in presence of

Secretary, MUMBAI PORT AUTHORITY

Secretary MUMBAI PORT AUTHORITY