



**TENDER No. MEED.11/2024**

**MAJOR REPAIRS/RECONDITIONING TO BOTH THE LEAVES OF INNER LOCK GATE,  
INDIRA DOCK.**

CHIEF MECHANICAL ENGINEER] ABB HOUSE, 2ND FLOOR, GOA STREET, BALLARD  
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Website: [www.mumbaiport.gov.in](http://www.mumbaiport.gov.in)

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**MUMBAI PORT AUTHORITY  
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT**

**TENDER No. MEED.11/2024**

**MAJOR REPAIRS/RECONDITIONING TO BOTH THE LEAVES OF INNER LOCK GATE,  
INDIRA DOCK.**

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SECTION - I

**NOTICE INVITING TENDER (NIT)**

**MUMBAI PORT AUTHORITY  
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT**

**TENDER No. MEED.11/2024**

**MAJOR REPAIRS/RECONDITIONING TO BOTH THE LEAVES OF INNER LOCK GATE,  
INDIRA DOCK.**

1. Sealed offer are invited by the MUMBAI PORT AUTHORITY [hereinafter referred to as 'Employer' or 'MbPA' ] from PSUs/Government organisation(CSL & MDL) for executing the Work of "Major repairs/reconditioning to both the leaves of inner lock gate, Indira dock." under two cover system on BOQ item/Set/Job rate basis. Tender will be received in sealed cover and should **be dropped in the earmarked box dully labelled "Sealed offer" provided at Chief Mechanical Engineer's Office,(Old ABB House), Ground Floor, S.B. Path, Old Goa Street, Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001.**

As this is sealed offer tender and therefore tenderers are requested to submit their offer in the dropped box only .

**1.1) Availability of bidding documents:**

The bidding documents (in full) would be available in the Mumbai Port Authority website ([www.mumbaiport.gov.in](http://www.mumbaiport.gov.in))

Corrigenda, Addenda, Queries & Clarifications, if any, would also be available in the aforesaid websites.

**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](http://www.mumbaiport.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.~~

**1.2) Schedule of Tender:-**

i	<b>Name of work</b>	Major repairs/reconditioning to both the leaves of inner lock gate, Indira dock
ii	Tender Inviting Authority	CHIEF MECHANICAL ENGINEER, ABB building, 2nd floor, Goa street, Ballard Estate, MUMBAI – 400 001
iii	Mode of Tender	<b>Sealed offer offline –</b>

		Tender document can be viewed and downloaded from the website of MUMBAI PORT AUTHORITY <a href="http://www.mumbaiport.gov.in">http://www.mumbaiport.gov.in</a>
iv	Estimated Cost	Not applicable
v	i) Document Fee Cost of bidding documents)	Rs.10500/- Inclusive of GST (nonrefundable )
	ii) Earnest Money Deposit (EMD)	Not applicable
vi	Duration of contract	180 calendar days from date of issuance of site clearance.
vii	Bid Validity	180 calendar days from the bid submission end date.
viii	Performance Bank Guarantee / Security Deposit	10 % of the Contract Value including GST valid for the contract period including guarantee period of 12 months post completion of the work.
ix	Date, time and venue of Pre-Bid Meeting	<b>20/06/2024 at 15:30 hrs.</b>
x	Publish date of Tender on MbPA website	<b>13/06/2024</b>
xi	Closing date & time of submission of Tender	<b>05/07/2024 at 15:00 hrs.</b>
xii	Date & time of opening of (Techno-commercial & Price Bid)	<b>05/07/2024 at 15:30 hrs.</b>
xiii	Address of the Employer	Mumbai Port Authority, Port Bhavan, Ballard Estate, MUMBAI – 400 001
xiv	Address of Engineer	CHIEF MECHANICAL ENGINEER, ABB building, 2nd floor, Goa street, Ballard Estate, MUMBAI – 400 001 Tel. No. (022) 6656 6500/6521/6700 Fax. No. 91-022-2374 4277 E.mail: <a href="mailto:cme@mumbaiport.gov.in">cme@mumbaiport.gov.in</a> ,
xv	Address of the Engineer's representative	Shri J.V.K Murthy (Materials Manager) 2 <sup>nd</sup> floor Bhandar Bhawan , N.V. Nakhawa Marg ,Mazgaon - 400010

## 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>.

2.2. The downloading of the tendering documents shall be carried out strictly as provided on the website. 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.~~

~~Note: Purchase Preference to Micro and Small Enterprises (MSES): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSES) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for Supply of Goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.~~

### **~~3. PRE-QUALIFICATION CRITERIA:~~**

~~The tenderer must fulfil 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 Rs. .../~~

~~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./-.OR b) Two similar completed works each costing not less than Rs./-.OR c) One similar completed work costing not less than Rs /-~~ 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 “repairing of Caisson gate, Lock Gate, floating vessel .”

~~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	:	<b>Not applicable</b>
ii)	Earnest Money Deposit (EMD)	:	<b>Not applicable</b>
iii)	Completion Period	:	180 calendar days from date of issuance of site clearance. And tentative commencement of work will be from October 2024 and to be completed by March 2025. However, no. of days during which the contractor is not able to execute the subject work due to certain reasons attributed to MbPA like non availability of Channel corridor for removal or installation of Inner Lock Gate, etc. shall be excluded from the completion period.
iv)	Validity of offer	:	180 calendar days from the bid submission end date.
v)	Cost of tender document (TenderFee)	:	Rs.10500/- Inclusive of GST (nonrefundable )
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 or next day of taking over the installation by the MbPA which is later.
viii)	Liquidated Damages	:	The amount @ $\frac{1}{2}$ % per week 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.

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 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	
6.	Date & Time of Opening of Techno-commercial & Price Proposal of the Tender	

7. A pre-bid meeting will be held in the conference hall of Mechanical & Electrical Engineering department, 1st Floor, ABB Building, Ballard Estate, Mumbai 400001 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 Pre Bid 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-Tender fee-and copy of signed integrity pact and Power of Attorney. The tender offer shall have to be submitted by the Tenderer 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 clause no. 01 of NIT of tender document. Tender are invited from the PSU firms CSL/MDL only. Offers submitted by the firms other than CSL and MDL shall not be considered and shall be reject summarily .



9.2 Although the tender submission is offline, it is mandatory that the sealed cover (comprising of original DD /Bankers cheque/ Pay Order for tender fees ) shall be submitted as per clause No. 19.2 of ITT ~~in case the tenderer wish to submit the EMD in the form of DD/Pay Order/ Bankers Cheque.~~ The sealed cover shall be dropped in the designated box kept in the Mechanical & Electrical Engineering Department, 1st Floor, ABB building, Ballard Estate, Mumbai - 400 001 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.~~ It is mandatory to drop the sealed cover in the drop box. ~~In case the tenderer pays the EMD Online, or the tenderer is registered with organization mentioned at 12.1 (A) of ITT, sealed cover need not be submitted.~~ 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. 01 of NIT of tender document 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.~~

9.4 a) The tender fees for the amount as mentioned at 5(v) 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.

~~b). Tender Fee and EMD through online payment mode~~

i) As tender submission is offline ~~on CPP portal~~, but the payment of Tender Fee ~~EMD~~ also can be done online. Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for Tender Fee ~~and 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 downloaded and kept in sealed envelope and dropped in dropped in drop box ~~uploaded by the tenderer on CPP Portal under relevant option~~ as a proof for the payment, failing which Tender will not be opened. The details of bank payment reference number and payment date also need to be entered while uploading in the relevant fields. It is mandatory to submit hard copy of the online receipt towards the cost of tender fee ~~& EMD~~

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.11/2024**

**MAJOR REPAIRS/RECONDITIONING TO BOTH THE LEAVES OF INNER LOCK GATE,  
INDIRA DOCK.**

**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 Scope of work of Section III.

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 (Not applicable to this tender)**

~~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: (Not applicable to this tender)**

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.

## **7.2 Dock 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 Scope of work, Technical Specification, Drawings and Annexures
- 4 Tendering Forms
- 5 General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)
- 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, 2nd Floor, MEED, ABB Building, Ballard Estate, Mumbai – 400 001 on the scheduled date and time mentioned in Clause 6 of NIT. No representative of 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 Identity Card.

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 [mm@mumbaiport.gov.in](mailto:mm@mumbaiport.gov.in)/[sj.shah@mumbaiport.gov.in](mailto:sj.shah@mumbaiport.gov.in)/[rm.yadav@mumbaiport.gov.in](mailto:rm.yadav@mumbaiport.gov.in) / [mg.jangam@mumbaiport.gov.in](mailto:mg.jangam@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.

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.

## **A. 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

I) Hard copies of the tender documents need to be submitted by the tenderer-

Following documents shall be submitted :

i) ~~hard copy of instrument towards tender fee~~ ~~Scanned copy of EMD of the amount mentioned at Sr.5 (iv) 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) 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) 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 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, Bunglow 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.

~~ii) The following documents shall be submitted in a separate sealed envelope. Only Original Demand Draft/ Banker's Cheque towards the tender fees and EMD or proof of exemption as per clause No. 38 of ITT.~~

## **B) Financial Proposal**

i) Bill of Quantities duly filled with prices shall be submitted in format and manner provided in the tender enquiry.

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 MOTJD 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) (Not applicable to this tender)**

~~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 initiated 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 initiated 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.

### **A. SUBMISSION OF TENDERS**

The detailed procedure for ~~online~~ bid submission is provided in NIT of tender document.

## **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~~ sealed envelope only:

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 in sealed envelope only duly superscripting the envelope as price bid.

The bidder shall submit the rates in BOQ ~~online~~ in the format provided in the Price Bid and no other format will be acceptable. The Price Bid has been given as a standard BOQ format with the tender document, and the same is to be downloaded and filled by all the bidders. ~~Bidders shall open it and complete the white coloured (unprotected) cells with their respective price quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online as mentioned in the Appendix and instructions at e Procurement website <https://eprocure.gov.in>. If the BOQ file is found to be modified by the bidder, then the bid will be rejected. The price bid is required to be submitted along with the Techno-Commercial cover, in two independent sealed cover and keeping both the covers in sealed outer envelope cover duly superscribed with the name of work and tender no 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	<del>Scanned copy of Banker's Pay Order or Demand Draft towards EMD</del> <del>OR</del> <del>Startups certificate issued by Inter-Ministerial Board (IMB) of Certification DIPP for availing exemption of payment of EMD</del> <del>OR</del> <del>Details/receipt of Online payment of EMD on MbPA e-platform <a href="https://eplatform.mbptedi.gov.in">https://eplatform.mbptedi.gov.in</a></del> <del>OR</del> <del>MSEs UDYAM Registration certificate for Exemption</del>	i) Sealed, signed and stamped copy of scope of work, GCC, SCC and Integrity Pact.  ii) Banker's Pay Order or Demand Draft towards tender fee OR Details/receipt of Online payment of tender fee on MbPA e-platform <a href="https://eplatform.mbptedi.gov.in">https://eplatform.mbptedi.gov.in</a>
2	<del>Scanned copy of Signed, sealed and Notarized Supporting Documents for Pre-qualification criteria mentioned in Tender Notice.</del>	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.	YES
4.	Scanned copy of signed Pre-contract Integrity pact.	YES
PRICE PROPOSAL (COVER-II)		
Filled Price Bid as per the provided format should be signed and submitted in hard copy only.		

**Note: It is mandatory for the tenderer to submit online the filled in, signed and sealed Tender forms (of this tender document only) 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 tender fee ) 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, 2nd Floor, ABB building, Ballard Estate, Mumbai - 400 001 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 the tender documents and price bid, Tender fee ~~and 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 in sealed cover only. However, if the sealed cover containing hard copy of financial instruments towards EMD and Tender Fee 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.~~

## **B. TENDER OPENING AND EVALUATION**

### **23 Tender Opening**

**23.1** On the due date at scheduled time as specified in NIT Clause No. 6, first the Employer will open the Sealed Cover (Containing tender fee) 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.

**23.2** After 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 tender fee 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 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 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 tender fees, ~~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.

## **C. 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 timeperiod 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.

(a) 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 and Additional Security Deposit 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 will be taken.

35 Advance Payment [Applicable only where contract value is more than Rs. 5 Crore] (Not applicable to this tender)

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**

36.1 The 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.**(Not applicable to this tender)**

(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 (Not applicable to this tender)**

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.

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