



MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No.E. 35 /2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Tender Document

Technical Bid
(FIRST COVER)

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



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Civil Engineering Department

Tender No.E. 35 /2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWOT for two years from award of work.

TENDER ACTIVITY SHEET

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	11.06.2024	10.00 hrs
2.	Document Download start date	11.06.2024	10.00 hrs
3.	Document Download End Date	02.07.2024	15.00 hrs
4.	Pre-Bid Meeting Date	18.06.2024	15.00 hrs
5.	Replies to Pre-Bid Queries	20.06.2024	15.00 hrs
6.	Bid Submission Start Date	21.06.2024	10.00 hrs
7.	Bid Submission End Date	02.07.2024	15.00 hrs
8.	Technical Bid Opening Date	02.07.2024	15.30 hrs
9.	Price Bid Opening Date	Will be communicated subsequently after Pre-qualification of bidders	

The Pre Bid Meeting will be held in the office of the Chief Engineer, Mumbai Port Authority, Port Bhavan, 3rd Floor, SV Marg, Fort, Mumbai 400001. Prospective bidders are requested to mail Pre Bid queries to Shri S D Bhangale, Superintending Engineer at sd.bhangale@mumbaiport.gov.in. The replies to the Pre Bid Queries will be published on GEM Portal and MbPA website.

Tender Information

S.N	Particulars	Details
1.	Name of Work	<u>Tender No.E.35 /2024</u> Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWOT for two years from award of work.
2.	Scope of Work	<p>The work comprises of:</p> <p>Operation and maintenance of water supply system all days of week including Sundays and holidays as directed at Jawahar Dweep for Two Years by deputing at least Three experienced Plumbers, Three Mazdoors and one supervisor in Day shift of 12 Hrs. & Two experienced Plumbers, Two Mazdoors and one supervisor in Night shift of 12 Hrs at Jawahar Dweep involving following works.</p> <p>a) To operate various valves of rising mains & distribution pipes during the pumping hours of MCGM at Jawahar Dweep, for pumping of water to Eagle Nest water storage tank at Jawahar Dweep or on request from Dock Master, Jawahar Dweep or any other user for supply of water either to the office buildings in the jurisdiction of Jawahar Dweep Section or to the Ships at Berth nos. 1, 2, 3, 4 & 5JawaharDweep, etc. or at directed locations.</p> <p>b) Transporting and connecting the hose pipes to the outlet and inlet to facilitate the supply of desired quantity of water to the ships.</p> <p>c) Taking meter reading before and after the supply of water to the ships, once in a month taking meter reading of the Private users filling the Proforma - I in all respect taking signature of the recipient and submitting it to the Assistant Executive Engineer / Jr. Engineer of Jawahar Dweep Section.</p> <p>Once in a week checking of all fittings, taps, stop cocks, wheel valves, pipelines including removing the damaged pipelines or fittings and stacking / handing over to the concerned section in charge in the JawaharDweep area and attend the complaints if any. (Materials required will be paid separately as per BOQ).</p>
3.	Cost of work put to tender	Rs. 1,39,28,000/-
4.	Tender Fee	Exempted as per GeM policy
5.	Earnest Money Deposit	Rs. 2,79,000 /- payable online at

		www.eplatform.mbptedi.gov.in
6.	Security Deposits	<p>(a) Performance Security Deposit (PSD) equivalent to Three percentage (5%) of the Contract Price</p> <p>(b) Additional Security Deposit for abnormally low bids: - In case the contractors offer is more than fifteen percent (15%) below the cost of work put to tender.</p> <p>(c) Retention Money (RM) equivalent to five percent (5%) of Contract Price, deducted at the rate of five percent (5%) of the gross value of work certified in each bill.</p>
7.	Contract Period	Two years from the date of release of site.
8.	Validity of Offer	90 days from the date of submission of Tender.



MUMBAI PORT AUTHORITY
Civil Engineering Department
Tender No.E. 35 /2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMT for two years from award of work.

Contents of

Tender Document

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11.	Integrity Pact Agreement -Annexure -4
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MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No.E.35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

TENDER NOTICE

1. Invitation:

- 1.1.** Digitally signed and uploaded, Online bids under Single Stage Two Cover system are invited by the Chief Engineer on behalf of Board of Mumbai Port Authority (also referred to as Mumbai Port Authority) from the experienced, resourceful firms having their office in Mumbai or Mumbai Metropolitan Region (MMR) with proven technical and financial capabilities of executing the work of "Tender No.E.35/2024, Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work."

The Bidder shall be based in Mumbai or Mumbai Metropolitan Region (MMR) consisting of Mumbai, Thane, Navi Mumbai, Panvel, Vasai Virar. Bids received from firms based other than these places will not be considered.

- 1.2.** The tender is invited at Government emarket place – www.gem.gov.in
- 1.3.** Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website <https://gem.gov.in>. This website can also be accessed by clicking the link at MbPA's Website <http://www.mumbaiport.gov.in>
- 1.4.** The Tender is to be submitted under two cover system, the first cover containing technical information and second cover containing the price bid.

2. Eligibility Criteria:

- 2.1** To qualify for the tender, the tenderer must satisfy the following eligibility criteria. The qualification criteria specified for the bidder shall be met by the tenderer as a single entity entirely on its own

A. Financial Criteria: The Average Annual financial turnover during the

Tender 35-2024

last three years ending 31.03.2023 should be at least **Rs. 24.65 lakhs.**

B. Technical Criteria: Experience of having successfully completed similar works during last seven years ending **last date of previous month previous to the date of submission.**

Cost of Work put to Tender excluding GST in Rs. (in lakhs)	Technical Criteria				
	Three similar works completed during last seven years ending 31.05.2024 Rs. (in lakhs)	OR	Two similar works completed during last seven years ending 31.05.2024 Rs. (in lakhs)	OR	One similar work completed during last seven years ending 31.05.2024 Rs. (in lakhs)
(1)	(2)		(3)		(4)
69.64	32.87		41.09		65.47

Note: Similar works means the successfully completed works of operation and maintenance of water supply system including repairs and replacement of the materials such as GI pipes, valves, stop cocks etc. Required for water supply system.

- The firm shall have successfully completed 'similar work/s' as 'Prime contractor' or 'proportionately as a member of Joint Venture' or approved sub-contractor' from the Principal Employer with reference being submitted to confirm satisfactory performance from the employer.
- The tenderer shall furnish complete information in respect of their firm, including financial and technical capabilities etc. in Annexure-'5,6,7' enclosed with the Tender Notice. Bidders should mention the Unique Identification Number (UDIN) in Annexure 6
- Joint Ventures are not allowed.

2.2 The tenderer shall furnish complete information in respect of their firm, including financial and technical capabilities etc.in Annexure '1 to 8' enclosed with the Tender document.

2.3 The tenderers will be short-listed based on the eligibility criteria detailed in Clause Nos. 2.1. The Second Covers of the short-listed tenderers will be opened on the date and time, which will be intimated to them subsequently.

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

The work comprises of Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

The work involves the following

Repairs and maintenance of water supply system all days of week including Sundays and holidays as directed at Jawahar Dweep for Two Years by deputing at least Three experienced Plumbers, Three Mazdoors and one supervisor in Day shift of 12 Hrs. & Two experienced Plumbers, Two Mazdoors and one supervisor in Night shift of 12 Hrs at Jawahar Dweep involving following works.

i) Deployment of required numbers of skilled plumber in shifts at various locations

detailed above. The Timing of the shifts, numbers of shifts and number of

plumbers to be deployed at specific location in a shift will be intimated to the

Contractor from time to time. The overlapping of time in each shift is necessary to

hand-over and take-over the present status.

II. To operate various valves of rising mains & distribution pipes during the pumping

hours of MCGM at Jawahar Dweep, for pumping of water to Eagle Nest water

storage tank at Jawahar Dweep or on request from Dock Master, Jawahar Dweep

or any other user for supply of water either to the office buildings in the jurisdiction

of Jawahar Dweep Section or to the Ships at Berth nos. 1, 2, 3, 4 & 5 Jawahar

Dweep etc. or as directed locations. [TENDER NO. E.30A/2021. FIRST COVER-8](#)

III. Transporting and connecting the hose pipes to the outlet and inlet to facilitate the supply

of desired quantity of water to the ships.

IV. Taking meter reading before and after the supply of water to the ships, as when

required/ directed, taking meter reading of the Private users filling the **Proforma – A** in all respect taking signature of the recipient and submitting it to the Assistant Executive Engineer / Jr. Engineer of Jawahar Dweep.

V. Once in a week checking of all fittings, taps, stop cocks, wheel valves, pipelines

including removing the damaged pipelines or fittings and stacking / handing over to the water supply section in charge in the Jawahar Dweep area and attend the complaints if any. (Materials required will be paid separately as per BOQ).

VI. Regulating valves of rising mains and distribution lines as directed/required during pumping hours.

VII. Attending day to day complaints received from users such as repairs to bib taps, stop cocks, gate valves, etc., replacing the damaged bib taps, stop cocks, gate valves, drain pipe of wash basins, sinks and other minor cropped up works, replacement of internal pipeline in the rooms/offices.

VIII. Repairing/servicing of all types of valves, NRV, routinely cleaning of strainer jali etc. of underground, rising main, terrace pipe line.

IX. Keeping Meter chamber neat and clean, assisting MbPT/MCGM staff for monthly meter readings.

X. Monitoring the MCGM water-supply in coordination with concerned Junior Engineer of Water supply, JawaharDweep, GWMOT.

XI. Maintaining the shift-wise daily record of water levels of main underground water tank and MCGM supply timings during pressure hours.

XII. Any urgent repairs required for restoration of Water-supply.

XIII. Liquidated damages to attend the specific complaint: Time is the essence of this contract. The Liquidated damages for each day's delay to complete work against each specific work order placed for specific work under Item Nos. 3 to 12 of the Schedule of Quantities and Rate of tender is Rs.500/- per day subject to a maximum ceiling of 10% of the contract price. The tender is liable to be terminated if there is a delay of more than 25% of contracted period of completion. The sum is recoverable from the contractor's running/ final bill(s) falling due. The maximum Liquidated damages recoverable from the contractor under the tender shall be limited to 10% of the contract price. In case of termination of the contract arising out of repeated failure of the contractor to complete the works within the stipulated completion periods in specific work order, MbPT reserve the right to carry out the balance work under the contract at the risk and cost of defaulting contractor.

XIV. If the Contractor failed to supply the required nos. of plumbers, mazdoors & Supervisor, as mentioned in Item Nos. 1 & 2 of the Schedule of Quantities and Rate of tender, the penalty of Rs. 2000/- per artisan per shift will be deducted

XV. The contractor shall deploy one supervisor at his own cost to monitor and supervise the work of the plumbers supplied by him. The supervisor shall receive on behalf of contractor, instructions/ directions from the Engineer/ Engineer's representative for execution of the works. The supervisor and plumbers shall have mobile handset for communication 24 X 7.

Note: All the materials required for the repairs will not be supplied by MbPT. The work is to be carried out as described in Schedule of Quantities & Rates and as directed at site. The locations and areas mentioned in the tender are only indicative. The tenderers are advised to ascertain the exact locations from the Engineer in charge.

The Other Pertinent Information of the work is as under:-

- a) Estimated cost of the work put to tender is **Rs. 1,39,28,000.00/-**.
- b) Earnest Money Deposit payable: **Rs.2,79,000/-**
- c) Contract period: Two years from the date of release of site. During the Contract period the plumbers/Helpers/Mazdoors are required to be deployed **round the clock**.
- d) Free maintenance period: Not applicable.
- e) **Penalty-**
 - 1) Rs. 1,500/- per plumbers/Helpers/Mazdoors per shift for failure to supply/ engage a plumbers/Helpers/Mazdoors as directed and as per the site requirement. Such penalty remains applicable even if contractor arranges the work assigned to absentee Plumber through other plumber deployed by him elsewhere under same contract.
 - 2) Rs.1500/- for not attending any specific work/ complaint/ directives.

4. Procedure for obtaining Tender Documents:

- 4.1. Interested tenderers will have to download the tender document from MbPA website www.mumbaiport.gov.in and/or www.gem.gov.in. The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.
- 4.2. The bidder is responsible to download Addendums / Amendments / Errata / replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum/ Amendments/ Errata/ replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents shall be rejected outright.

5. Bid Submission:

- 5.1 The detailed procedure for online bid submission has been provided in "Instructions for Online Bid Submission" of this tender.
- 5.2 Complete bid submission is online on the website www.gem.gov.in. The payment of EMD shall be done online. Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for EMD 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 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.

5.3 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.

5.4 The following documents are required to be submitted online:

Sr. No.	Documents to be submitted online
1.	Scanned copy of the online receipt for tender fees and EMD OR the scanned copy of original certificate issued from: - i. District Industries Centers (DICs) ii. Khadi& Village Industries Commission (KVIC) iii. Khadi& Village Industries Board (KVIB) iv. Coir Board v. National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME vi. Directorate of Handicrafts and Handloom vii. Any other body specified by Ministry of Micro Small& Medium Enterprises (MoMSME) viii Udyog Aadhar Memorandum(UAM)/Udhyam Registration Certificate. under the public procurement policy with effect from 18.09.2015 towards availing benefits of exemption of EMD.
2	Annexures 1 to 6
3	Integrity Pact – Annexure 7
4	Duly filled and signed scanned copy of Supporting Documents for Eligibility criteria mentioned in Tender Notice
5	Technical Bid First Cover in full duly filled in and signed on relevant pages of Tender Set.
6	Financial Bid Second Cover along with BOQ in Excel sheet

6. Price Bid:

6.1 The bidder shall submit his offer in BOQ online in the format provided in Price Bid. The items of Bill of Quantities are provided in the PDF format (.pdf file) Bidders are requested to quote the tender percentage in the Excel file (.xls) published along with this tender.

6.2 Bids will not be considered in case the Tender Fee and EMD is not submitted in the form and manner described above.

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

7 The tender documents are NOT TRANSFERABLE.

- 8 The Security Deposit shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the security deposit paid by the tenderer shall be forfeited.
- 9 The downloading and submission of Tender Documents shall be carried out as mentioned in the tender set and instructions at e-Procurement website <https://gem.gov.in>. No editing, addition/ deletion of matter shall be permitted.
- 10 The tenders shall remain valid for a period of 180 days from the submission of Technical Bid (First Cover).
- 11 The tenderers are requested to obtain certificate of Registration under Rule No.24 of the building and other Construction Workers Central Rules 1998 from the office of the Dy. Chief Labour Commissioner (Central) IV, Mumbai.
- 12 The bidders shall give an undertaking as per Annexure-'2' that they have not made any payment or illegal gratification to any person/ AUTHORITY connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 13 The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
- 14 Un-authorized dumping of debris within MbPA estate will be penalized with **Rs.50,000/-** per truck load.
- 15 The Board of Mumbai Port Authority reserves the right to reject any or all tenders without assigning any reasons thereof.
- 16 The rate quoted by the contractor shall be **exclusive of GST** but inclusive all other incidental charges that the contractor may have to bear for the execution of the works. Goods and Service Tax (GST) as applicable shall be reimbursed to the contractor through the interim bills.
- 17 The contractor shall comply with the Employee State Insurance Act 1948, Govt of India, Ministry of Labour and employment notification dated 28.07.2009 & provide the ESI code No. & update the contribution towards the ESIC.
- 18 The successful Contractor shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.
- 19 The contractor shall produce ESIC, EPF and other social security registration details as an employer at the time of appointment of labour/ workmen for carrying out the work under the contract along with his/ her bank details.

- 20 The contractor will be required to submit evidence of payment of wages to the labour/ workmen in to their bank account, the statement of remittance towards wages, EPF&ESIC for all labours engaged for the subject work along with their bills duly verified by the Executive Engineer and an Officer of the Welfare Division of Mumbai Port Authority. The wages and remittances for ESIC, EPF etc. shall be in accordance with the prevailing labour laws, rules and regulations governing the minimum wages Act. The contractors bills will not be processed / passed/ in case of non-compliance of these provisions in the contract.
- 21 Tenderers who are registered with: -
- i. District Industries centers (DICs)
 - ii. Khadi & Village Industries commission (KVIC)
 - iii. Khadi & Village Industries Board (KVIB)
 - iv. Coir Board
 - v. National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME
 - vi. Directorate of handicrafts and handloom
 - vii. Any other body specified by Ministry of Micro Small & Medium Enterprises (MoMSME)
 - viii. Udyog Aadhar Memorandum(UAM)/Udhyam Registration Certificate.

Under the public procurement policy with effect from 18.9.2015, bidders are eligible for availing benefits of exemption of cost of tender fee and EMD. They are required to submit documentary proof of such registration along with the offer, for claiming the exemptions else their offer will not be considered valid.

22 INTEGRITY PACT:

1. The scanned copy of Integrity Pact (IP) Agreement signed by the employer is uploaded along with the tender document. The bidder has to download the IP Agreement, sign and shall upload the same scanned copy of signed IP Agreement along with the bid.
2. In case of a joint venture, all the partners of the joint venture should sign the IP. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor.
3. The person signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
4. The unsigned scan copy of IP Agreement by the bidder shall be treated as invalid and the bid shall be considered as non-responsive bid.
5. In case the letter of intent / work order of contract / procurements is for Rs. 45 Lakhs and above, the successful bidder shall execute Integrity Pact Agreement on stamp paper of appropriate value. The scanned copy of Integrity Pact Agreement signed by the Employer, Bidder and uploaded by the bidder with the tender document shall be treated as Integrity Pact, till the formal execution of Integrity Pact by the successful bidder.
6. IP essentially envisages an agreement between prospective vendors / bidder, and Mumbai Port Authority, committing the person / officials of both sides to not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders who commit themselves to IP

with MbPA, would be consider for evaluation of bid. IP would be implemented through Independent External Monitor (IEM), eminent person appointed by MbPA with approval of Central Vigilance Commission. The IEM would asses independently and objectively, as to whether and what extent the parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidder may raise disputes / complaints if any with the IEM. The IEM would examine complaints received by him and give his recommendations / views to the Chairman of Mumbai Port.

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

8.

Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC Bungalow No.88, New Motibagh, New Delhi-110021 Mobile No. +91-9818916161 Email: shreerajiv1975@gmail.com	Shri V. Kannan, Ex-CMD, Vijaya Bank TA-1, Krishna Regency, Third Floor, Tata Silk Farm, K. R. Road, Basavanagudi Bangalore-560004 Mobile No. +91-8105305555 Email: kannan.venkata@gmail.com
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- 23 The works contracts which do not involve transfer of property in goods are to be stamped with stamp duty of only Rs.100 and Rs.500/- and are not to be registered. As per the provisions of the Maharashtra Stamp Act, 1958, the Stamp Duty and registration charges of each tender including tender for works contract will be paid by the contractor/works contractor/successful bidder.
- 24 Power of Attorney to sign the tender document is mandatory in case of following cases:
- Proprietary Firm: Only in case of signatory is other than Proprietor.
 - Partnership Firm: In the name of signatory whether he is any one of the partner or employee.
 - Private Limited Firm: i) In the name of signatory if he is Employee.
ii) Board resolution if the signatory is Managing director or any of the director.
- In case Power of Attorney is applicable, Bidders should submit Notarised Power of Attorney on Rs. 500/- Stamp paper authorizing the signatory to sign the tender document.
- 25 Tenderer is responsible to purchase/ download Tender document and download Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc., if any, issued by MbPA, from the website before submission of the Tender. The tenderer shall submit duly signed copies of Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc. along with the purchased or downloaded documents while submitting the Tender.
- 26 Joint ventures shall not be allowed for this Tender.

27 **Safety Measures**

a) The contractor shall provide all safety equipments such as jacket, safety belt, safety shoes, helmet, gloves etc. to his workers during the execution of workb) If the contractor does not follow the safety precautions as prescribed in the tender conditions/ instructed/ required as per construction practices, the contractor will be imposed a penalty of **Rs. 1,00,000/-** per occasion.

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

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

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

27 For any additional information/ details/ clarification Shri. S D Bhangale, Superintending Engineer, GWMOT, 4th floor, Vijaydeep, S.V. Marg, Mumbai – 400001.

Chief Engineer

MUMBAI PORT AUTHORITY
Civil Engineering Department
Tender No.E. 35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Instructions for Preparation and Submission of Tender

The 'Instruction for preparation and submission of tender' supersedes the 'Instruction to tenderers' issued to the contractors at the time of registration.

On line Tenders in two stage (technical bid and price bid) are invited for the work of Bi-annual contract for **Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.**

- 1.1 The tenders will be received by the Employer On Line at the website www.gem.gov.in as per Tender Schedule. The Employer may at their discretion extend the date for receiving tender.
- 1.2 The tenderer is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, quarry materials, equipment, means of transport, communication facilities, entry restrictions to the Port being a custom bound secured area, laws and bylaws of Govt. of Maharashtra or Govt. of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.
- 1.3 The Tenderers shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the tender.
- 1.4 The Tenderer and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his servants and agents.
- 1.5 The Tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.
- 1.6 The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Specifications, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of tender, any amendments made there to from time to time, conditions, nature of the ground and substrata, quantity and nature of work, materials necessary for the completion of work, the surface conditions,

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the hydrological and climatic conditions, means of access to the site, the existing roads and other means of communication, required pollution control measures in the marine areas, and in general shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Failure to comply with the requirements of the tender documents will be on tenderers own risks. Tenders, which are not substantially responsive to the requirement of the tender documents, are liable to be rejected.

1.7 Tenderer shall bear all costs for preparation and submission of his tender. Employer will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any tenderer in connection with submission of tender.

1. Earnest Money Deposit (EMD):

The Earnest Money as mentioned in the tender notice shall be deposited along with the tender.

2.1 The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the Earnest Money deposited by the tenderer shall be forfeited.

2.3 Tenders if not accompanied by the requisite Earnest Money Deposit (EMD) and in the manner described at 2.2 above shall be left out of consideration.

2.4. Proper receipt for having received the Earnest Money Deposit (EMD) shall be issued to the Tenderers after opening the Tenders.

2.5 Refund of Earnest Money Deposit:

(a) EMD of the Tenderers who are not short-listed shall be refunded to them immediately after finalization of short listing.

(b) EMD of the Tenderers except of first three lowest tenderers, whose Price Bids are opened shall be refunded within a fortnight from the date of opening of the Price Bids.

(c) EMD of other tenderers, i.e. any two among the first three lowest tenderers, will be refunded to them only after acceptance of work order by the successful tenderer.

(d) EMD of successful tenderer, will refunded after lodging of Performance Security Deposit.

(e) The return of Earnest Money will be effected through ECS/ Banker's Cheque. In case of ECS, the tenderers are required to furnish particulars of the bank to which the amount of EMD is to be credited, in a mandate form. Tenderers also have to surrender the original EMD receipts.

The tenderer shall submit with his tender Permanent Account Number (PAN), copy of latest income tax clearance certificate and also his sales tax registration number if any.

2. The Tender shall remain valid and open for acceptance for a period of 90 days from the date fixed for receiving the same. The Employer reserves their right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or by telegram, Fax, E-mail or telex. The Tenderers will have an option to refuse the request without forfeiting his tender security. However, in the event of the Tenderer agreeing to the request, he will not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his tender security.

3. **Eligibility and Qualification Requirement:** To be eligible for award of contract tenderers shall provide evidence, satisfactory to the Employer of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to documents evidencing fulfilment of all the minimum qualifying criteria as stipulated in the "Notice Inviting Tender". The tenderer shall also submit following information :-

- a) Copies of original Documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- b) Details of the experience and past performance of the Tenderer on works of a similar nature within the past seven years, and details of current works in hand and other contractual commitments in the format prescribed in Tender Documents.
- c) Major items of construction plant and equipment.
- d) Reports on the financial standing of the Tenderer as prescribed in the tender document including profit and loss statements, balance sheets and auditor's reports for the past three years and an AUTHORITY from the Tenderer for the Employer to seek reference from the Tenderer's bankers.
- e) Information regarding any current litigation in which the Tenderer is involved.

4. At any time prior to the last date for submission of tenders, the employer may for any reason whatsoever change or modify the tender documents by amendments. The amendments so carried out will be hosted on MbPA E – tender website. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Employer may at their discretion extend the last date for submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into

consideration such amendments. The responsibility of downloading from MbPA website fully lies with the Tenderer.

5. The tenderers are required to enter the percentage addition or deduction in the Excel file published with the tender. The items of BOQ are published separately in PDF File. The percentage addition/ deduction will apply to the rates for each of the items in the Schedule of Quantities and Rates without reference to quantity or location of the work or any variation in the estimated quantity. The percentage addition/ deduction shall be quoted by tenderer having regard to the specification, conditions of contract and all other provisions in the tender document, and no variation in rates etc. will be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.

Note: The tenderer is required to fill in their percentage addition or deduction at the end of schedule of Quantities and Rates.

8. The price quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever.
9. The tender documents shall not be defaced or detached. Additions and alterations or interpolations shall not be made in the tender document.
10. The tenderer shall submit his tender strictly based on MbPA's design and specifications.
11. Inspection of Site: Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Access to the site for inspection will be arranged by Executive Engineer, 4th floor, Vijaydeep, Mumbai - 400 001, Telephone No.66564590, or by Asst. Executive Engineer, GWMOT, Telephone No.66564534.
12. Mumbai Port Authority will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including costs and expenses related to visit the site.
13. PRICE BID:- The Price Bid shall be opened online at www.gem.gov.in on a date to be fixed later and intimated to all the responsive and eligible tenderers. The Price Bid shall be opened if the Tenderer's submission in Technical Bid satisfies / includes all requirements and the same are found acceptable to the Employer / Mumbai Port Authority.
- 13.1 Conditional Tender will be rejected outright considering it as nonresponsive offer and Tender will be liable to be rejected outright if it is found that;

- i) The Tenderer proposes any alternation in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.
- ii) All corrections are not initialed by the tenderer.
- iii) Disclosure/indication of the price in the technical bid shall render the tender disqualified and rejected.

13.2 After the public opening of Tenders, information relating to the examination, clarification, evaluation and comparisons of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or any other(s). Any efforts by the tenderer to influence the Employer, in the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in the rejection of the tenderer's tender.

13.3 To assist in the examination, evaluation and comparison of tenders, the employer may ask tenderers, individually for clarifications of their tenders. The request for clarification and the response shall be in writing or by cable or by telex, but no change in price or substance of the tender shall be sought, offered or permitted nor the tenderer be permitted to withdraw his tender before the expiry of the tender validation period.

13.4 The employer will determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause a substantially responsive tender is one which inter-alia conforms to all the terms, general conditions and specifications of the tender documents and Technically suitable. A tender which, in relation to the cost estimates of the Employer is seriously unbalanced may be rejected as non-responsive.

13.6 Prior to the expiration of the prescribed period of tender validity or such extended period the Employer will notify the successful tenderer, by cable or telex, fax confirming in writing by registered letter that his tender has been accepted. The notification of award will constitute the formation of the contract. Upon the furnishing by the successful tenderer of a security deposits, the Employer will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful.

13.7 All costs, charges and expenses including stamp duty in connection with contract as well as preparations and completion of agreement shall be borne by the tenderers.

13.8 The contractor shall, in accordance with the requirement of the Employer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works.

15. Evidence of Work Experience:

15.1 In order to cross verify the work experience claimed by the bidders, TDS Certificate from their previous employers is to be submitted.

15.2 In case of difficulty on submission of TDS by bidders, Form 26 AS of IT Department shall be insisted as evidence for establishing work experience.

16. Fraudulent documentation by bidders: Submission of fraudulent documents by the bidder shall be treated as major violation of the tender procedure and in such cases, the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years. The list of blacklisted firms shall be published on Port Authority website.

**Chief Engineer
Mumbai Port Authority**



MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No.E.35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

CONDITIONS OF CONTRACT

1. Definitions and Interpretations:

1.1. Definitions:

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- (a) 'Employer'** means the Board of Board of Mumbai Port Authority i.e. 'MbPA' constituted by the Major Port Authorities Act 2021.
- (b) 'Contractor'** means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors and permitted assigns.
- (c) 'Engineer'** means the Chief Engineer of the Port of Mumbai or other Engineer authorised from time to time by the Employer/ Chief Engineer to act as Engineer for the purpose of the Contract.
- (d) 'Engineer's Representative'** means any Engineer Namely Dy. Chief Engineer/ Superintending Engineer/ Executive Engineer/ Assistant Executive Engineer/ Jr. Engineer and/or any designated officer from any department of MbPA authorised from time to time by the Engineer to be in direct supervision of the Works.
- (e) Operation and Maintenance / Works'** means the works to be executed in accordance with this Contract.
- (f) 'Contract'** means and includes the entire tender document comprising of the following.

(I) Technical Bid (First Cover) (Booklet-I)

- 1. Tender Notice
- 2. Instructions for Preparation and Submission of Tender.
- 3. Conditions of Contract
- 4. Specifications.
- 5. Annexure- 1 to 8
- 6. Proforma I, II, III(A), III(B)

(II) Price Bid (Second Cover) (Booklet-II)

Tender 35-2024

1. Directions to Tenderer for filling in the Schedule of Quantities and Rates.
2. Preamble to Schedule of Quantities and Rates.
3. Schedule of Quantities and Rates.
4. Form of Tender.

and

The Correspondence exchanged between MbPA and the tenderer upto issue of letter of acceptance.

and

The letter of acceptance.

and

When completed, the Contract Agreement.

- (g) 'Tender'** means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance.
- (h) 'Contract Price'** means the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (i) 'Site'** means the buildings /land or other places, on which the Works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract.
- (j) 'Approved'** means approved in writing, including subsequent written confirmation of previous verbal approval and 'Approval', means approval in writing including as aforesaid.
- (k) 'Letter of Acceptance'** means a formal letter with accompaniments issued by Engineer or Engineer's representative addressed to the tenderer, conveying the acceptance of his tender.

1.2. Singular and Plural:

Words importing the singular only also include the plural and vice versa where the context requires.

2. Duties and Powers of Engineer's representative:

The duties of the Engineer's Representative are –

- To direct, monitor and supervise the works & workmanship.
- to direct Contractor for removal of Plumber deployed in connection with the works.
- to take measurements of works.
- To ensure compliance of all the conditions of contract & specifications by the contractor.

3. Subletting and Partnership:

The Contractor shall not sublet the Works or any portion thereof without the written permission of the Engineer nor assign his right and interest in these presents, nor assume a fresh partner or partners nor dissolve

the partnership at present subsisting between them in reference to this Contract, without the written permission of the Engineer and such consent if given (employer will have liberty to refuse to give consent) shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor/his agents, servants or workmen provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting under this Clause.

4. Extent of Contract:

The Contract comprises of supply of manpower with plumbing equipment required if any and to carry out miscellaneous works related to water supply distribution etc. required in and for execution of the works upto Contract Period.

5. Contract Documents:

5.1. Documents mutually explanatory:

The several documents forming the Contract are to be taken as mutually explanatory of one another.

In the case of discrepancy/ ambiguities, if any, found in these documents, the Engineer will decide which document would prevail and his decision shall be final and binding on the contractor. The contractor shall execute the works according to such decision without any variation in the price quoted by the contractor.

5.2. Further Instructions:

The Engineer / Engineer's representative shall have full power and AUTHORITY to instruct the Contractor from time to time during the progress of the works as shall be necessary for the purpose of the proper and adequate execution of the works and the Contractor shall carry out the works accordingly and be bound by the same.

6. General Obligations:

6.1. Contract Agreement:

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

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

6.2. Security Deposits:

6.3. The security deposit for due performance of the contract shall comprise of the following.

6.4. Performance Security Deposit (PSD) equivalent to Three percentage (5%) of the Contract Price and rounded off to the next higher thousand in Rupees, in the form of Pay Order/Demand Draft/Bank Guarantee from the Mumbai office of any Scheduled/Nationalised Bank endorsed for payment in favour of the 'The Board of Mumbai Port Authority'. Bank Guarantee from Scheduled/ Nationalised Banks shall be from the Mumbai Office of any Scheduled/ Nationalised Bank carrying on business in Mumbai and to be approved by the Employer. No costs/ charges will be recovered from the Contractor for approval of the Bank Guarantee by the Employer's Chief Law Officer but all other costs of and in respect of furnishing the Guarantee shall be borne by the Contractor. The format of Bank Guarantee towards Security Deposit is enclosed as Annexure-II.

(b) Additional Security Deposit (ASD):

In case contractors offer is more than fifteen percent (15%) below the cost of work put to tender, such contractor shall have to pay **Additional Security Deposit (ASD)** worked out as per the formula given below, in the form of Demand Draft/ Banker's Cheque/ Bank Guarantees. ASD shall be valid upto scheduled completion and subsequently be extended upto actual completion and shall be in favour of the 'The Board of Mumbai Port Authority'. The Additional Security Deposit will be released on satisfactory completion of work.

$$\text{Formula:} \quad \text{Additional Security Deposit (ASD)} = \frac{A}{100} \times \text{cost of work put to tender}$$

Where 'A' = Percent rebate quoted on the cost of work put to tender minus fifteen percent (15%).

For Example: If the contractor has quoted twenty five percent (25%) below the cost put to tender, then the Additional Security Deposit shall be worked out as under.

$$\text{ASD} = \frac{25-15}{100} \times \text{cost of work put to tender.}$$

The Additional Security Deposit will be refunded after successful completion of works.

(c) Retention Money (RM):

Retention Money equivalent to Five percent (5%) of Contract Price and rounded off to the next higher thousand in Rupees deducted at the rate of five percent (5%) and rounded off to the next higher thousand Rupees of the gross value of work certified in each bill, until an amount of Five percent (5%) of Contract Price and rounded off to the next higher thousand in Rupees is reached.

Retention Money will be released upon expiration of 365 days after the Defect Liability Period of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

The validity of the Performance Security Deposit shall cover Contract period plus defect Liability Period. The said validity period should be excluding claim period. The performance Security Deposit and Additional Security Deposit (if applicable) shall be lodged by the Contractor within 21 days from the date of award of contract

The Performance security deposit, additional Security Deposit & Retention money shall not bear any interest. The performance Security Deposit shall be refunded to the Contractor in the manner detailed in the clause No 15.b of Conditions of Contract

(d) The Bank Guarantee submitted for the Performance Security Deposit (PSD) will be encashed if the work is not completed satisfactorily.

6.5. The Performance Security Deposit under (a) above, shall be lodged by the Contractor within 21 days from the date of award of contract. Failure of successful party to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until the defect liability period from the date of issue of completion certificate of this assignment and will be discharged thereafter.

6.6. Delay/ Failure to lodge Performance Security Deposit:

6.7. Unless the, Performance Security Deposit is furnished by the Contractor within 21 days from the date of award of contract or such further period as may be allowed by the Engineer in writing, the Earnest Money Deposit (EMD) lodged with the tender will be liable to forfeiture and the contract is liable to be terminated and the tenderer will be responsible to the Employer for the damage thereby incurred by the Employer.

7.0 Inspection of site:

The Contractor shall be deemed to have inspected and examined all the premises / sites and have satisfied himself before submitting his tender regarding the nature of Operation and maintenance required to be carried out, the availability and conditions affecting labour, the constraints which are likely to affect the progress of work, etc. and shall himself obtain all necessary information regarding risks, contingencies and other circumstances which may influence or affect his tender.

6.8. Sufficiency of tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the practicability and the suitability of his method of working and to the correctness and sufficiency of his tender for the Works; and the rates and prices stated in the Schedule of Quantities and Rates shall be held to cover all his obligations under the Contract and all matters and things necessary for the proper execution of the works.

6.9. Work to the satisfaction of Engineer:

The Contractor shall execute the works in strict accordance with the Contract to the satisfaction of the Engineer/ Engineer's Representative and shall comply with and adhere strictly to his instructions and directions on any matter, whether mentioned in the Contract or not, concerning the Works. The Contractor shall take instructions and directions only from the Engineer or from the Engineer's Representative / Designated Officer for this purpose from the user departments.

6.10. Planning of works:

The execution of the works shall be so planned as to cause as little impediment as practicable to the day to day working of the office establishments, residents of the colonies, traffic movement on roads and to other persons using the premises and the organizations in the vicinity in general.

6.11. Contractor's Employees:

6.8.1. **Total No. of plumbers/Helpers/Mazdoors required to be deployed by the contractor is 12 per day in all shifts (variable time of shift). MbPA reserves the right to reallocate/ redeploy these staff as per requirement within GWMOT and or any other MbPA office premises as may be required.**

The Contractor's employees shall be healthy (free from any illness) and competent to carry

out the Plumbing works. The contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the MbPA property/ person. The contractor will be solely liable for all matters of any indiscipline, theft, indecent behavior, official misconduct, loss or damage to any MbPA person/ property at the premises. The deployment of the contractor's employees for carrying out the work will be intimated to the Contractor from time to time.

Note: The contractor is required to depute **one supervisory staff in each shift at his own cost** having experience in Plumbing Operation and Management works and hand on experience of Labour Management to monitor and supervise the work of the plumbers supplied by the him. The supervisor shall receive on behalf of the contractor, instructions/ directions from the Engineer/ Engineer's Representative for execution of the works. The supervisors shall have mobile handsets for communication. **Contractor shall arrange for transportation of his employees from one location to other location and material arranged by MbPA at his own cost.**

6.8.2. The Contractor's workers shall wear a uniform approved by the Engineer In charge. They will also have photo identity card issued by the contractor so that they can be identified during their duty hours.

6.8.3. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person or Sub-Contractor employed by the Contractor in connection with the execution or

maintenance of the Work who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again re-employed.

6.9 Employment of retired Class-I Officers of MbPA:

The Employer shall be at liberty to terminate the Contract if the contractor himself or any of his partners/ employees or any of his directors who having held Class-I post in the Mumbai Port Authority prior to his retirement has failed to obtain the Mumbai Port AUTHORITY Chairman's specific permission to undertake an occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provisions of the Mumbai Port Authority Class-I employees (Acceptance of employment after retirement) Regulations 1975.

6.10. Insurance:

6.10.1 Insurance against accident to workmen:

The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any Sub-Contractor and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills any amount that Employer may be called upon to pay toward claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The Contractor shall insure against such liability with the General Insurance Corporation of India or other insurance company approved by the Employer and shall continue such insurance during the whole of the time that any persons are employed by him in the Works and shall when required produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium provided always that in respect of any persons employed by any Sub-Contractor the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such sub-Contractor to produce to the Engineer or the Engineer's Representative when required such policy of insurance and the receipt for payment of the current premium. The premium will not be paid by employer. The contractor has to load the premium cost in their bid price.

Third party insurance:

Before commencing the execution of the Works the Contractor shall insure in the joint names of the Employer & the Contractor against any damage, loss or injury which may occur to any property or persons inter-alia including any property of the Employer and any employee of the Employer by or arising out of the execution of the Works or temporary Works or in carrying out of the Contract.

Such Insurance shall be effected with the General Insurance Corporation of India or other Insurance company approved by the Employer and in terms approved by the Employer. Third Party Insurance shall be for an amount of **Rupees Twenty Five lakhs (Rs.25 lakhs)** in any one incident and to be recouped after every incident till completion of the entire work. The Contractor shall whenever have required produce to the Engineer or the Engineer's Representative the policy or policies of insurance and receipt for payment of the current premium.

6.10.2 Payment of insurance premia:

The premia and other charges for the various policies required to be furnished by the Contractor shall be borne by the Contractor to the insurance companies and no reimbursement shall be paid by MbPA.

6.10.3 Remedy on Contractor's failure to insure:

If the Contractor shall fail to effect and keep in force the insurance referred to above the contract will be liable to be terminated and the Contractor will be responsible to the Employer for the damage thereby incurred by him.

6.11. Damage to persons and property:

6.11.1. The Contractor shall indemnify and keep indemnified the Employer against all losses and claim for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the execution of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

6.11.2. In case of any damage to Employer's property, a preliminary formal enquiry will be held by the person nominated by the Employer. The enquiry will be held in the presence of the concerned Representative of the Engineer and of the Contractor's authorised representative. If, as a result of the enquiry, a prima-facie case is established against the Contractor, recovery towards making good the damage will be made from the Contractor.

6.11.3. In case Insurance coverage is available for making good the damages, the contractor may claim from the Insurance Company for the same. However, the Employer will effect the recovery as stated above at the first instant and the contractor may then claim to the Insurance Company.

6.12. Bribes, Commission and Corrupt Gifts:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or employee or anyone in his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer shall in addition to any original liability which he may incur, subject the Contractor to the cancellation of this and all other Contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation and the Employer shall be entitled to deduct the amount so payable from any money otherwise due to the Contractor during this or any other Contract. Any question or dispute as to the commission of any offence under the present Clause shall be settled by the Engineer in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the Contractor.

6.13. Official secrets and photographs of works:

6.13.1. The Contract involves an obligation of secrecy and the commission by the Contractor, the agents' servants, or sub-Contractor or their agents or servants of any offence under the Indian Official Secret Act 1923 or any statutory modifications or re-enactments thereof will apart from being a criminal offence constitute a breach of the Contract.

6.13.2. The Contractor shall not disclose to any third parties the detail of Works on which he is engaged without the approval of the Engineer. No photographs of the Works or any part thereon or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his sub-contractors' employees without the approval of the Engineer and no such photographs shall be published, or otherwise circulated without the approval of the Engineer.

6.14. Custom and Security requirements:

The Contractor shall comply with all the regulations imposed by the CISF, Customs and Port Security Authorities in respect of the passage of Plant, vehicles, material and personnel through Custom's barriers.

6.15. Deleted

6.16. Deleted

6.17. Restrictions for safety, security and co-ordination:

General safety rules:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with safety rules regulations of the Employer and other concerned authorities. The cost of the same is deemed to be included in the rates quoted by the Contractor.

i) First-aid and industrial injuries:

1. Contractor shall maintain first aid facilities for his employees and those of his sub-contractors and also for Employer's representative working/ supervising the work.
2. Contractor shall make necessary arrangements of ambulance for the treatment of industrial injuries requiring hospitalization, without loss of time. Names of those providing these services and their telephone numbers shall be prominently displayed at the site.
3. All critical industrial injuries shall be reported promptly to Employer, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

i) No smoking:

Smoking within the office premises, dock areas, extended dock area is strictly prohibited. Violators of the no smoking rules shall be removed immediately.

ii) Safety equipment:

1. All necessary personnel safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
2. Those engaged in works near any place where there is a risk of drowning, necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger. Besides above these workers shall be provided with life-saving safety jackets to ensure flotation.

iii) General:

1. All ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
2. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
3. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Employer's Welfare Officer, Engineer or Safety Officer or their representatives.
4. Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force.

iv) Accidents:

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the Work report such accidents to the Engineer and the

Engineer's Representative. The Contractor shall also report such accidents to the concerned constituted

7. Compliance with statutes and payment of wages:

7.1. The Contractor shall comply with all relevant statutes including contract labour (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Labour Laws. The contractor shall maintain all the records such as Name, Father's Name, Photograph, age, sex, education qualifications, present and permanent address along with proof of age and details of the dependent family members as required under various provision of labour law and acts for the persons deployed by him in MbPA premises. Contractor has to produce these records as and when required by MbPA or concerned statutory authorities for inspection. In Case it is found that contractor has not complied with any statutory requirement under various labour laws/acts, MbPA being the principal employer shall make the payment and will recover the same with penalty/surcharge from the due payment of the contractor.

7.2. Observance of Employees State Insurance Act and Employees Provident Fund Act

The contractor shall observe all the provisions of the Employees State Insurance Act, 1948 and the employees Provident Fund Act 1952 duly amended from time to time and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the Water Supply Operation and maintenance works. Challan receipt for deposit of PF, ESI & GST with concern authorities and certificate towards compliance of other statutory provisions along with copy of form 12A submitted by him to the PF AUTHORITY and form file, i.e. Return of ESI contribution. Contractor shall obtain PF/ESI code for himself and all of his employees for deposit of the contribution. He must ensure that all his employees are made available annual PF statement and ESI card wherever applicable, falling which payment due to him shall be withheld. In case of any complaints, MbPA may verify from EPF/ESI AUTHORITY, the details/status of payment made by the contractor. In case the information furnished by the contractor is incorrect MbPA may take appropriate action against the contractor.

Since the work involves supply of skilled Manpower, Contractor's Supervisor shall maintain Daily Muster of Plumbers deployed by him mentioning the details of daily wages, applicable deductions PF., ESIC etc. at designated MbPA Offices and submit the Challans of PF, ESIC within 25 days of completion of Month.

7.3. **The Contractor shall pay monthly wages to his employees through account payee cheque/ECS/RTGS only. The Contractor shall**

produce the records of payment made to his employees every month.

- 7.4. 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 a worker or workers by reason of non-compliance by the Contractor to the existing laws and regulations concerning the labour employed on the Work.

8. Materials:

No material required for Water Supply Operation and maintenance works shall be supplied by MbPA. Plumbers are required to carry plumbing tools required for carrying out day to day maintenance.

9 Commencement and Delays:

i) Release of site for carrying out the works:

The Contractor shall complete all initial formalities such as payment of Security deposit, taking out necessary insurance policies, Labour License etc. under this contract within 15 days after the date of receipt of the letter of acceptance of his offer. If the Contractor delays these activities, the contract will be liable for termination and the Earnest money deposited by him will be forfeited and the Contractor will be responsible for the losses suffered by the Employer. Thereafter the contractor shall be allowed to commence the Water Supply Operation and maintenance works.

ii) Commencement & execution of works:

9.2.1. The contractor shall carry out the required work at various locations in GWND in the MbPA estate as per the schedule throughout the contract period

9.2.2 The works shall be monitored by the contractor's supervisors on daily basis and shall maintain the records in a register meant for this purpose only. The plumbers' arrangement shall be inspected jointly with Engineer's representative from time to time.

iii) Remedy for Contractor's failure to carry out the works:

Upon the Engineer certifying that, in his opinion, the Contractor, has failed to deploy the plumbers at any of the premises for more than 3 days/not carried out plumbing activities satisfactorily at any of the premises then the Employer, without restricting/prejudice to their rights under the relevant Clause of the 'Conditions of Contract' and without expelling the contractors from the site of works, without determining the contract and while permitting the Contractor to carry out other balance

works under this contract, may carry out at the risk and cost of the Contractor such works .

In such cases, additional expenditure incurred if any by the Employer over and above that which would have been incurred by him had the above works been carried out by the Contractor under the terms of this contract shall be paid by the Contractor to the Employer. The Employer reserves his right to recover such additional expenditure from the money's payable to the Contractor or from deposits or such amount that may have been lodged by the Contractor with the Employer for due performance of the contract. The Employer further reserves his right to recover such additional expenditure from the money's Payable to the Contractor for any other contracts or transactions of any nature whatsoever existing between the Employer and the Contractor.

iv) Suspension of work on order of Engineer:

The Contractor shall on the written order of the Engineer or his representative suspend the Water Supply Operation and maintenance works or any part thereof for such time or times and in such manner as the Engineer or his representative may consider necessary at any of the premises, and shall not resume the execution of the same until a written order is received from the Engineer or his Representative to proceed. Cost, if any, incurred by the Contractor in giving effect to the instructions of the Engineer or his Representative under this clause shall not be borne or paid by the Employer.

9.5. Fine/ Penalties:

The contractor is required to carry out the work as per the Engineer's instructions. In case of failure on the part of the contractor to carry out as per the Engineer's instructions or absenteeism of the contractor's employees at any of the locations on any schedule day, penalty shall be imposed on the contractor as mentioned in tender notice and the same will be deducted from the monthly bill.

10. Additions, Alterations and Omissions:

10.1. Variations:

(a) The Engineer may make any variations in the Water Supply Operation and maintenance works only for the Increase or decrease in the plumbers' requirement and for that purpose or if for any other reason it shall in his opinion be desirable, shall have powers to order the Contractor to do and the Contractor shall do any of the following:

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

(b) The valuation of extra item/ substituted item/ modified item shall be made in accordance with Clause No.10.2 hereunder.

10.2. 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.

- ⇒ From a similar item if such an item exists in the tender.
- ⇒ From a comparable item, if such an item exists in the tender. If (a) & (b) are not available then, in the following order of preference
- ⇒ From actual direct costs of labour and materials consumed and with an allowance of 10% towards contractors' profit and overhead.

In case of (c) above, the Contractor 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 Contractor, the rates of hire charges to be billed will be fixed by the Engineer.

Provided further that in the event of the Contractor disagreeing with the rate determined by the Engineer, the Contractor shall not stop the work but shall expeditiously execute the same and the Employer will make provisional payment at the rate determined initially pending review and final decision.

If the valuation of rates of extra items/ substituted/ modified items are determined as per Clause Nos.10.2(a) & 10.2(b) then the percentage on total amount/ offer quoted by the Contractor above or below the estimated cost put to the Tender shall be applied to these rates and if the valuation of rates of extra items/ substituted items are determined as per Clause Nos.10.2(c) then the percentage on total amount/ offer quoted by the Contractor above or below the estimated cost put to the Tender Notice, shall not be applied to these rates.

11. Payment process:

11.1. **The contractor shall maintain registers such as shift wise Muster, charge book detailing deployment of Plumbers on day to day basis as per the frequency stipulated and shall obtain counter signature from the Engineer's representatives. The number of days as per these records shall be recorded by the Engineer's Representative in the measurement book which shall be countersigned by the authorized representative of the Contractor.**

11.2. 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 measurement, the details as to the points of differences claimed, which will be examined and decided upon by the Engineer separately.

Should the Contractor or his authorised representative 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 measurement, the details of the points of differences claimed, if any,

then the measurements taken and recorded by the Engineer's Representative shall be taken to be the correct measurements which shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

- 11.3. The authorized representative of the Contractor is also required to countersign the Progress Books, & other record books, if any in which the Engineer's Representative records the progress in connection with the contract work. In case the contractor's representative does not countersign these records, the records maintained by the Engineer's Representative shall be treated as final and binding on the contractor.

12. Method of measurement:

The number of plumbers shifts that have been carried out satisfactorily as per the MbPA requirements and as per the conditions of contract at various premises in GWSD and as mentioned in Bill of Quantities shall be paid for at the percentage rate quoted by the contractor.

13. Mode of Payments:

The procedure for preparation and settlement of contractor's bills is as under:

- (i) As per the measurements recorded in the Measurement Books, the contract shall submit the bills in triplicate as per the format (Annexure-IV) of MbPA every month for arranging payments.
- (ii) The payable amounts shall generally be paid by the Employer within ten (10) working days from the date of certification of the bill by the Engineering Department.
- (iii) All payments against interim bills will be treated as 'on account' payments subject to adjustment anytime until the date of payment of final bill.
- (iv) The amount of any bill can be adjusted against dues to Mumbai Port AUTHORITY on any other dealings with the Mumbai Port AUTHORITY.
- (v) Retention Money will be recovered through the bills at the rate of 5% of the amount certified in each bill, till an amount equivalent of 3% of the contract price is accumulated. The amounts for recovery as worked out above, will be rounded off to the next higher thousand.
- (vi) The Employer/ Engineer reserves the right to adjust the amount of

any bill against the Contractor's dues to the Employer in connection with this contract or in connection with any other dealings of the Contractor with the Employer.

- (vii) The Contractor's final bill shall be passed for payment after the Engineer certifies completion of the work and the Contractor complies with all the Conditions of the Contract.
- (viii) The date on which ECS mode payment is made by the Employer, will be considered as the date of payment for all purposes.
- (ix) The Engineer may at any time make any correction or modification to any certificate, which shall have been issued by him and shall have powers to withheld any certificate, if the works or any parts thereof are not being carried out to his satisfaction.

14 Refund of Performance security deposits:

Upon the Engineer certifying in writing that the Works have been completed, the Performance security deposit (PSD) (5%) herein will be refunded to the Contractor, in following manner.

The procedure for refund of Security Deposit shall be as under.

i) Upon completion of the works to the satisfaction of the Chief Engineer and before the expiry of the period of maintenance, the Board shall upon receipt of a written application, refund to the contractor, the said Performance Security (Security Deposit) of three percent of the contract value after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract.

ii) The Performance Security (Security Deposit) shall not be refunded except with the prior permission of the chief Engineer & unless and until the contractor complies all the requirements of ESIC as mentioned in Tender Notice and after adjusting estimated/ actual expenditure incurred by Mumbai Port Authority for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract. The CE's department will not be held responsible for the refund of the Security Deposit if the same *are not done for want of a* written application from the contractor.

15. Reimbursement of premia of insurance policies:

The premium for the various insurance policies mentioned above shall be paid by the Contractor to the insurance companies. **The actual amount paid towards premium will not be reimbursed to the Contractor by the Employer.** In case of department's requirement for early completion/speed up the work requires deployment of additional labour and the contractor is prevailed upon for additional labour deployment, the Engineer concerned shall put up and obtain approval of the Chief Engineer.

16. No interest payable:

No claim for interest from the contractor will be entertained by the Employer in respect of any deposits or with respect to any moneys or balances which may be in the hands of the Employer owing to any dispute between the Employer or the Engineer and the Contractor, or with

respect to any delay on the part of the Employer in making monthly or final payments or otherwise.

17. Remedies and Powers:

17.1. 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 deposit or security amount or amounts paid under the Contract and which may become repayable to the Contractor under the conditions on that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other, and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.

17.2. 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 becoming bankrupt or making an arrangement with or assigning in favour of his creditors or upon his assigning this Contract or upon an execution having been levied on the Contractor's goods or upon the Engineer certifying under his hand to the Contractor that in his opinion the Contractor -

- i) has abandoned the Contract, or
- ii) has suspended the Water Supply Operation and maintenance works for seven days after receiving from the Engineer written notice to proceed without any lawful excuse under these conditions, or
- iii) has failed to carryout Water Supply Operation and maintenance works satisfactorily for seven days after receiving from the Engineer written notice in this regard, or
- iv) has committed repeated breaches of any of the conditions of the contract, or

then the Employer after giving fourteen (14) days' notice in writing to the Contractor, may expel the contractor and carry out the Water Supply Operation and maintenance works himself or by engaging any other contractor at the risk and cost of the contractor. The Engineer's Certificate under this clause shall be conclusive proof as between the Contractor and the Employer of the statements contained therein.

17.3. Damages and forfeiture of security deposit:

In case of failure on the part of the Contractor at any time during the currency of the Contract to comply with any of the conditions herein contained or in case of any breach of any of the terms and Conditions of the Contract or if the Employer shall enter and determine the Contract under Clause No.17.2 above, in such case the Contractor shall be liable to make good to the Employer the difference, if any, between the costs

of carrying out the Water Supply Operation and maintenance works by the Employer through other Contractors as aforesaid and the costs on the basis of the Schedule of Quantities and Rates hereunder and all other charges and expenses as shall or may in anyway be incurred or sustained.

The Employer shall be at liberty to retain the said sums from any amount that shall become due and payable to the Contractor under this or any other contract without prejudice to the provision hereof. The Employer shall be entitled to forfeit the Security Deposit lodged by the Contractor with the Employer and the Retention Money retained by the Employer or to assess the loss or damage which the Employer has suffered by reason of such failure or breach and to appropriate the said Security Deposit towards such loss and damage without recourse to a Court of Law and without prejudice to any right of recovery by and any other means. If however, upon this being done, it appears from the Engineer's certificate that the aggregate amount of the cost of Water Supply Operation and maintenance works and the penalty if any payable by the Contractor is less than the sum which will be justly due to the Contractor in respect of the work actually executed by him upon the basis of the rates and prices hereunder written then the Employer shall pay the balance to the Contractor within a reasonable time after the issue of such certificates and if it so appears that such amount is more the sum aforesaid then the balance shall be paid by the Contractor to the Employer.

17.4. Extra Expenses:

Any extra expenses in addition to the amount specified in the Schedule of Quantities and Rates which may be incurred by the Employer in the performance of the Works, required owing to the neglect or omission on the part of the Contractor or his workmen during the execution of the Contract shall be deducted from any sums due or which may thereafter become due to the Contractor, or the Contractor may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment the said amount shall be recoverable from him in such manner as the Employer may determine.

18. Law and Language:

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceeding relating to this Contract shall be filed or taken up by the Contractor in any Court of Law except in Mumbai.

The Language for communications shall be English in which the Tender / contract is written.

19. Engineer's Decision Final:

The whole of the work under this contract shall be carried out under the direction of the Engineer and his decision upon all questions relating to the Details of housekeeping activities, conditions of contract, Specifications, Schedule of Quantities and Rates and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out 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 been given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

20. Execution of works inside Dock/ restricted areas:

Access to JawaharDweep and Pirpau

It is Contractors responsibility to provide Transportation of Manpower/ Material to and fro site, completely at Contractors risk and cost. For restricted areas like Pir Pau and Jawahar Dweep, the access to the site will be from Security Gates. The Contractor shall arrange to obtain from time to time the necessary temporary stream passes / Dock Entry Permits for himself and his workmen from the Police Authorities/ MbPT's Deputy Conservator / Dock Master, Jawahar Dweep / Security / CISF/ as may be applicable for which the Engineer's Representative will issue recommendatory letter to the Dy. Conservator, Dock Master, J.D. / Police Authorities/ MbPT Security / CISF upon being requested by the Contractor to do so. The Contractor shall comply with the customs and police formalities. When the Entry Permits are issued to the Contractor in favour of a group of persons, the group shall wear distinctive cotton arm bands for proper identification. The contractor's working staff not exceeding TEN persons with 100 kgs. Of materials shall be allowed free of cost to travel on MbPT launches on normal trips in morning and evening to and fro Jawahar Dweep subject to the availability of the accommodation in the launch plying during that time. No special launch shall be arranged for the working staff of the contractor.

- i) For the works to be executed inside in the restricted areas, the access to the site will be from Dock Gates/ Security Gates. The Contractor shall arrange to obtain from time to time the necessary temporary Dock Entry Permits for himself and his workmen from the Police Authorities/ MbPA Security as may be applicable for which the Engineer's Representative will issue recommendatory letter to the Dock/ Police Authorities/ MbPA Security upon being requested by the Contractor to do so. The Contractor shall comply with the customs and police formalities. When the Entry Permits are issued to the Contractor in favour of a group of persons, the group shall wear distinctive cotton arm bands for proper identification.
- ii) The Contractor will be held fully responsible for the rightful and proper use of the Temporary Entry Permits that may be issued by the Dock/ Police Authorities/ MbPA Security to him, for himself, his workmen, sub-contractors, transport contractors, etc. in connection with the contract work. The temporary Dock Entry Permits that are issued to the Contractor shall invariably be returned to the Engineer on expiry of the validity period of the permit or on completion of work

or when the person on whose name the permit is issued ceases to be employed on the contract work or whenever directed by the Engineer whichever event above mentioned is earlier.

- iii) In case of loss of any of the Temporary Entry Permits by the Contractor, or by his workmen, or the sub-contractors, or by the Transport Contractor, etc. the Contractor shall immediately report such loss in writing to the Dock/ Police/ MbPA Security AUTHORITY who has issued the Temporary Dock Entry Permit/ Permits and also advise the Engineer accordingly. Failure to report such loss of the Temporary Entry Permit or permits will be viewed very seriously, and the Contractor will be held full responsible for any misuse of such lost permits.
- iv) The use of the Temporary Dock entry permits for purposes other than the performance of the Contract will be a criminal offence.

21. Contractor's site office & store:

The contractor will be allowed rent free, use of space at one location, if available within the various MbPA premises for keeping his tools, etc., as in the opinion of the Engineer's Representative may be absolutely necessary for the execution of works.

22. Deleted.

23. Adjustments for Changes in Legislation:

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the laws (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official government interpretation of such law, made after cut-off date (i.e. 28 days prior to submission of tender), which affect the contractor in the performance of his obligations under the contract.

If the contractor suffers (or will suffer) delay and / or incurs (or will incur) additional cost as a result of these changes in the laws or in such interpretations made after the cut-off date, the contractor shall give notice to the Engineer and shall be entitled to (i) an extension of time for any delay (to be established by the contractor) and (ii) payment of such costs arising out of such changes in legislations.

24. Force Majeure:

(A) In this clause, 'Force majeure' means an exceptional event or circumstances.

- i) Which is beyond party's (Employer or contractor) control
- ii) Which such party could not reasonably have provided against before entering into the contract.
- iii) Which, having arisen, such party could not reasonably have avoided or overcome and
- iv) Which is not substantially attributable to the other party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions a) to d) above are satisfied.

- War, hostilities (whether war to be declared or not), invasion, act of foreign enemies
- Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war,
- Riot, commotion, disorder, strike or lockout by persons other than contractor's personnel and other employees of the contractor and sub-contractors,
- Munitions of war, explosive materials, ionising radiations or contaminations by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiations or radio-activity and
- Natural catastrophes such as earthquakes, tsunami, hurricane, typhoon or volcanic activity.
- No Breach of Contract –

The failure of the party to fulfil any of its obligations hereunder shall not be considered to be breach of, or default under this contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

(B) Measures to be taken –

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.
- A party affected by an event of Force Majeure shall notify other party of such event as soon as possible, and in any event not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of the normal conditions as soon as possible.
- The parties shall take all reasonable measures to minimise the consequences of any event of force majeure.

25. Extension/ Renewal of Contract

If in the opinion of Chief Engineer for valid reasons the contract is required to be extended / renewed beyond the contract period stated in Tender Notice, on the same terms & conditions and rates, he can extend / renew the same after obtaining written consent from the contractor for the extension /renewal of the contract on same terms & conditions and rates as accepted under the contract.

26. In case of submission of any fraudulent documents by the tenderer to qualify for the bid the same shall be treated as major violation of the tender procedure and in such cases, such tenderer's EMD /Security Deposit /Bank Guarantee shall be forfeited and the tenderer shall be blacklisted for the next 3 years.

27. 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, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employee's Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.

28. Goods and Service Tax (GST) as applicable shall be reimbursed to the contractor through the interim bills. However, the taxes like Income Tax etc. will be deducted at source as applicable as per prevailing rules and regulations.

29. Fair wages clause:

- a)** The Contractor shall pay the labourers 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 labourers as set out in the schedule annexed thereto. 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.
- b)** Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wage 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 number 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 slips for each worker employed on the work.

Provided that the Engineer may grant exemption from the maintenance of the wage slip if in his opinion not more than 10 persons are likely to be employed directly or indirectly on the work but in any case, he will have to maintain wage books.

- 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 Engineer, MbPA or any other person authorised by him or on his behalf.
- g) Power of the Engineer, MbPA to make investigation and enquiries:
The Engineer, MbPA or any other person authorised by the Engineer on his behalf shall have power to make enquiries with a view to ascertaining and enforcement due and proper observance of the fair wage 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) **The contractor will be required to submit evidence of payment of wages to the labour/ workmen in to their bank account, the statement of remittance towards wages, EPF & ESIC for all labours engaged for the subject work along with their bills duly verified by the representative of Mumbai Port Authority. The wages and remittances for ESIC, EPF etc. shall be in accordance with the prevailing labour laws, rules and regulations governing the minimum wages Act and same shall be submitted to MbPA office every month. The contractor's bills will not be processed / passed/ in case of non-compliance of these provisions in the contract**

30. Disorderly conduct etc.:

The contractor shall, at all times, 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 persons and property in the neighborhood of the works against the same.

31. Footwear, gloves etc.:

The contractor shall at his own expenses provide footwear and gloves for all labour employees on concrete mixing work and all other types of work involving the use of tar and cement, glass shields for welders and diving equipment for divers etc. to the satisfaction of the Chief Engineer or his Assistant.

32. Contractor shall take every precaution not to cause any nuisance, hindrance to the residents.

33. All the conditions mentioned above, shall be scrupulously followed failing which payment of bills will not be recommended and firm can be deregistered.

34. Safety Instructions during the execution of the work

1. The contractors shall provide all safety equipment such as safety jacket, safety belts, safety shoes, helmets etc. to his staffs during the execution of the work.
2. If the contractor does not follow the safety precautions as prescribed in the tender conditions, the contractor will be imposed a penalty of Rs.1,00,000/- per occasion for not adhering to the instructions of the engineers.
3. Even if the contractor do not adhere to the safety instructions for continually three occasions during the execution of particular work, the contractor shall be debarred for six months period for participating in MbPA tenders.
4. During the execution of work if any death incidence occurs to the staffs employed by the contractor due to the negligence and also not adhering to the instructions on safety, the contractor shall be blacklisted for minimum 3 years and/or as may be decided by the Chief Engineer and will not be allowed to participate in any of the tenders of MbPA.
5. If the staff is required to be worked at a height of 20 feet and above, the contractor shall provide the safety net. However, the Contractor has to keep separate supervisor for supervising the same.

35.Vehicle:

The contractor at his own cost shall provide within 15 days, from the issue of Letter of acceptance, 1 no. of vehicle at Jawahar Dweep, which is not more than five years old, of any model of vehicle and any manufacturer (minimum 5-seater) as approved by Engineer/representative, for the entire contract period for exclusive use of Engineer and his representative. The vehicles shall be well maintained to the entire satisfaction of Engineer/Engineer's representative. All expenses for fuel, lubricant oil, other consumables, service and maintenance, drivers, repairs and replacements etc. to be borne by the contractor. The vehicle should be made available on all the days during the contract period except on Sundays & Port Authority holidays from 9.0 A.M to 7.0 P.M. In case on any day the work is extended beyond 7.00 P.M or the work is required to be carried out on Holidays, the vehicles shall be provided on such days till such time the work is carried out at site. However, the usage of each vehicle will not exceed 80 Kms. per day calculated on monthly average basis. In case of failure to provide vehicles on any day an amount of Rs. 5,000 per vehicle per day shall be deducted from the contractor's bills as a penalty.

MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No.E. 35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Specifications

1. The Plumbers to be deployed on the contract should be skilled and should be able to read English/Hindi/Marathi words fluently so as to enable them to read the instructions issued on phone.
2. MbPA will initially deploy departmental Plumbers for Seven days from the date of Commencement of work to explain the working of Water Supply at buildings/colonies to the representative of the contractor. Thereafter it is the responsibility of the contractor to carry out the daily operations.
3. **Mode of Measurement:** Payment will be made per shift of 12 hours. Timing of the shift will be decided by the Engineer-in charge.
4. The contractor will have to observe fully the safety requirements connected with different operations as mentioned in respective IS codes.
5. In the event of Plumber leaving the employment of Contractor, new plumber shall be appointed by the contractor with the approval of A.E.E. Water supply.
6. It is mandatory to submit photocopy of photo identity of the Plumbers as and when demanded.
7. Plumbers should wear Blue colored Shirt and Trouser uniform with the emblem in the name of Contractor and his name on the Uniform to get easily identified by the residents of the Colony.
8. All Plumbers should possess their own kit bags with spanners, screw drivers, hammer, threading die, vice etc.
9. The plumbers should record the timings of operation of pumps in the log book and details of maintenance and minor repair works and should make available for inspection.
10. The plumber should record day-to-day water levels of underground tank before and after MCGM water pressure and similarly after unloading of each water tanker.
11. Plumber shall keep all Meter Chambers neat and clean and assist MbPA staff for routine meter reading.

12. Plumber shall attend day to day complaints received from user and arrange replacement internal pipe line if required.
13. The contractor should arrange if required an additional plumber during a particular shift to attend major kind of maintenance work as directed by Engineer in Charge. The payment shall be made at the rate mentioned in BOQ.
14. If there is repeated failure on the part of the Contractor, for the work ordered by the Engineer's representative, the contract is liable to be terminated.
15. Shift timings, will be decided by Asst. Exe Engineer, Water Supply as per situational demand, but working hours of 12 hrs. in each shift shall be maintained.
16. MbPA has all the rights to reduce shifts per day as per situational demand with prior notice to contractor.
17. Plumbers working in different shifts at each location should use mobile phone and Contractor's supervisor shall always remain connected with each plumber.

Chief Engineer
Mumbai Port Authority

Letter of Application

(On the Letter Head of the Bidder)

To:

Chief Engineer,
Mumbai Port Authority,
Shoorji Vallabhdas Marg,
Mumbai 400 001

Sub.: **Tender No.E.35/2024, Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.**

Sir,

1. We hereby request to be qualified with the Mumbai Port Authority as a Tenderer for the subject work under TENDER NO. E.35/2024.
2. We authorize Mumbai Port Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor. etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Mumbai Port Authority to verify statements and information provided in this application or regarding our competence and standing.
3. The names and positions of persons who may be contacted for further information, if required, are as follows:

Name : _____
Designation: _____
Telephone : _____
E-mail id : _____
4. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished
5. with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize Mumbai Port Authority to reject our application.
6. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response within the validity period of the subject tender.

7. I/We understand that Mumbai Port Authority reserves the right to reject any application without assigning any reason thereof.

8. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ Day of _____ 2024

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder



**Mumbai Port Authority
Civil Engineering Department**

Tender No.E. 35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

UNDERTAKING BY THE TENDERER

To:

The Board of Mumbai Port Authority.

I/We, M/s. _____ have gone through the tender document carefully and hereby confirm as under.

The complete tender set as described in **Instructions for Online Bid Submission** is submitted **without** any defacement, addition, alternation or interpolation.

I/We have submitted our tender with Earnest Money Deposit separately lodged as described in the Clause No.1 of 'Instructions to tender'.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.

I / We do hereby declare that we have not been blacklisted / debarred by any Central / state government department or public sector undertaking from taking part in the tendering process.

I/We have not made any payment or illegal gratification to any person/ Authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the PC Act in connection with the tender.

I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not

true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the Board of Mumbai Port Authority to take further action into the matter.

Witness's
Signature : _____

Name : _____

Designation : _____

Address : _____

Tel. No. : _____

Date : _____

Tenderer's
Signature : _____

Name : _____

Designation : _____

Address : _____

Tel. No. : _____

Date : _____

ELECTRONIC CLEARING SERVICE MANDATE FORM

To:

From:
(Firm's Name & Address)

(Name of Department)
Mumbai Port Authority

Sub: Payment through NEFT/RTGS/ECS system

Ref: Tender No.E. 35 /2024

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

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

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

Date :

AUTHORISED SIGNATORY
COMPANY SEAL AND STAMP

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

Bank's Stamp
Date :

Signature of the Authorized
Official of the Bank

**INTEGRITY PACT
BETWEEN
MUMBAI PORT AUTHORITY (MbPA) hereinafter referred to as "The Principal"
AND
.....hereinafter referred to as "The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No.E.35/2024, Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 - Commitments of the Principal.

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

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

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

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

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

Section-4 Compensation for damages.

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

Section-5 Previous transgression

1. The Bidder declares that, no previous transgressions occurred in the last 3 years, with any other company, in any country, confirming to the anti-corruption approach or with any other Public Sector Enterprise in India, that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this pact or violates its provisions.

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

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

Section-8 Independent External Monitor/ Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions, by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairman, MbPA.
3. The Bidder(s)/Contractor(s) accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or take corrective action, or to take other relevant action. The Monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairman, MbPA within 8 to 10 weeks, from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall entitle to compensation on the same terms as being extended to / provided to Independent Directors on the MBPA Board.
8. If the Monitor has reported to Chairman, MbPA, a substantiate suspension of an offence, under relevant IPC/PC Act, and the Chairman, MbPA has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Section-9 - Pact Duration

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

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

Section-10 Other Provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.
- Changes and supplements as well as termination notices, need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

.....
CHIEF ENGINEER

MUMBAI PORT AUTHORITY

(For & on behalf of the Principal)

Place: Mumbai

Date:

Witness-1: (for Principal)

.....
Dy. Chief Engineer,

Mumbai Port Authority

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

Office seal

Place: Mumbai

Date:

Witness-2:(for Bidder/ Contractor)

Name and Address

Annexure A of Integrity Pact

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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

1. Introduction

- 1.1 The Board of Mumbai Port Authority, incorporated by The Major Port Trust Act, 1963, as amended by Major Port Authoritys (Amendment) Act, 2021 and is an Authority within the meaning of article 12 of Constitution of India. MbPA has also to safeguard its commercial interests, MbPA deals with agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MbPA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MbPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Condition of Contract (GCC) of MbPA generally provide that MbPA reserves the rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MbPA to take action / decision under these guidelines in appropriate cases.

- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors (ii) Suspension and (iii) Banning of Business Dealing with Agencies has been laid down in these guidelines.
- 2.5 These guidelines apply to all departments of MbPA.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its prior / inadequate performances or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires

- (i) Party/ Contractor/ Supplier/ Purchaser/ Customer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc. Party/ Contractor / Supplier/ Purchaser / Customer in the context of those guidelines is indicated as 'Agency'
- (ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- (a) If one is a subsidiary of the other.
 - (b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common.
 - (c) If management is common.
 - (d) If one owns or controls the other in any manner.
- (iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For MbPA Banning
The Head of the Department shall be "Competent Authority" for the purpose of these guidelines. Chairman, MbPA shall be 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported material.
 - b) For banning of business dealings with Foreign Suppliers of imported material, MbPA's HOD Committee (MHC) shall be the 'Competent Authority'. The Appeal against the Order passed by MHC shall lie with Chairman as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Chairman as Second Appellate Authority.
 - d) MbPA Board shall have overall power to take *suo-moto* action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any Authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department Investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) List of approved Agencies – Parties / Contractors / Suppliers/ Purchasers/ Customers shall mean and include list of approved registered Agencies – Parties/ Contractors / Suppliers / Purchasers / Customers etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

- 5.5 For suspension of business dealing with foreign suppliers of imported material, following shall the procedure.
- i) Suspension of the foreign suppliers shall apply throughout MbPA .
- ii) Based on the complaint forwarded or received directly by Vigilance Department, if Gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MbPA to continue to deal with such Agency pending investigations. Vigilance Dept. may send such recommendation on the matter to HOD to place before MHC consisting of the following:
1. Head of Finance Department.
 2. Head of Executing Department.
 3. Head of User Department.
 4. Head of Legal Department.

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

- iii) If MHC opines that it is a fit case for suspension, MHC may pass necessary orders which shall be communicated to the foreign supplier by HOD.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence / argument with the Agency at this Stage.
- 5.7 It is not necessary to give any show cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigation must be completed.

6 Ground on which Banning of Business Dealing can be initiated

- 6.1 If the security consideration including questions of loyalty of the Agency to the State, so warrants.
- 6.2 If the Director / Owner of the Agency, Proprietor or partner of the firm is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealing with the Government or any other public sector enterprises or MbPA, during the last five years.
- 6.3 If there is strong justification for believing that the Directors Proprietors, Partners, owner of the Agency have been guilty of malpractices such bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 6.4 If the Agency continuously refuses to return/ refund/ the dues of MbPA without showing adequate reason and this is not due to any reasonable dispute which attract proceeding in arbitration of Court of Law.
- 6.5 If the Agency employs a public servant dismissed / removed or employs person convicted for an offence involving corruption or abetment of such offences.
- 6.6 If business dealing with the Agency have been banned by the Govt. or any other public sector enterprises.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts.
- 6.8 If the Agency uses intimidation / threatening or brings under outside pressure on MbPA or its Official in acceptance/ performances of the job under the contract.
- 6.9 If the Agency indulgence in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- 6.10 willful indulgence by the Agency in Supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MbPA or not.
- 6.11 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to MbPA or even otherwise;
- 6.12 Establishment litigant nature of the Agency to derive under benefit.
- 6.13 Continued poor performance of the Agency in several contracts.
- 6.14 If the Agency misuses the premises of facilities of MbPA forcefully occupies tampers or damages the properties including land, water resources forests/ trees, etc.

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

7. **Banning of Business Dealings.**

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the MbPA. However, the Competent Authority can impose such ban if in the particular case banning of business dealings will serve the purpose and achieve its objective and banning throughout the MbPA is not required in view of the local conditions and impact of the misconduct/ default. Any ban imposed shall be applicable across the MbPA.

7.2 For banning, the proposal should be sent by Head of Executing Department to the CVO setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign suppliers of imported material.

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

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

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

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

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

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

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

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

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

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

- iii) If MHC opinion that it is a fit case for initiating banning action, it will direct HOD to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by HOD to MHC for consideration & decision.
- v) The decision of the MHC shall be communicated to the agency by HOD.

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

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

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

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

**Mumbai Port Authority
Civil Engineering Department**

Tender No.E.35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Information to be furnished by the Tenderer
(Ref: Clause Nos. 2 & 2.1 of the Tender Notice)

1. Name of the Tenderer:
2. Registered Office Address:
3. Telephone Nos.:
4. Fax Nos.:
5. Signatory to the Tender:
(on whose name Power of Attorney has been issued)
Name:
Position held in the firm:
Mobile No.:
6. Permanent Income Tax Account No. (PAN) of the firm:
7. Registration No. for Sales Tax on
Works Contracts/MVAT/GST:
8. Average Annual Financial Turn-over of the
Tenderer during last three years ending **31st
March 2023**.
9. Experience of similar works executed by the tenderer (Ref. clause No. 2 of Tender Notice).

Name of Three similar works completed during last seven years ending 31.05.2024		Name of Two similar works completed during last seven years ending 31.05.2024		Name of One similar work completed during last seven years ending 31.05.2024
1) 2) 3)	OR	1) 2)	OR	1)

Notes: Complete details of the above works to be furnished as per **Proforma 2.**

10. **List of other Documents to be furnished by the tenderer:**

- i) Power of Attorney of signatory to Tender executed on Non Judicial Stamp paper of appropriate value. **(Notary attested copy)**

Certified/ attested copies of following documents

- ii) Names, Addresses & ages of partners and Deed of Partnership OR Memorandum and Articles of Association of the Company
- iii) TDS certificate from the employer/s or Form No. 26AS from Income Tax Department.
- iv) Copy of PAN card issued by Income Tax authorities

**Mumbai Port Authority
Civil Engineering Department**

Tender No.E.35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

ANNUAL FINANCIAL TURNOVER OF THE TENDERER

During Last Three Years Ending on 31-03-2023

(Ref: clause No. 2.1 of the Tender Notice)

Financial Year	Financial Turnover Rs. in Lakhs
2020 - 2021	
2021 - 2022	
2022-2023	
Average Annual Turnover	

Note: Signature of Chartered Accountant is a must.

**NAME, SIGNATURE & SEAL OF
CHARTERED ACCOUNTANT
Alongwith Unique Document
Identification Number (UDIN)**

**NAME, SIGNATURE
& SEAL OF TENDERER :**

DATE :

DATE :

**Mumbai Port Authority
Civil Engineering Department**

Tender No.E. 35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Experience of ‘Similar Works’ executed by the Tenderer

(Ref: Clause No. 2.1 of ‘Tender Notice’)

1. Name of work :

2. Name & Address of the Employer :

3. Contact Person :
4. Telephone Nos. :
5. Location of work site :

6. Scope of works carried out

7. Contract Value :
8. Actual Value of work executed :
9. Actual Completion Date :

Note: Tenderers shall fill the above proforma separately for each work. **The tenderer has to submit copy of work order along with BOQ and satisfactory completion certificate from the employer.**

Signature, Name & Seal of

Tenderer

Date

NON - DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Mumbai the _____, day of _____, 2024

By and between:

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

And

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

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

WHEREAS:

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

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

1. The proprietary and confidential information to be accessed by and received by the parties shall be subject to the terms and conditions set out herein below:

Any and all oral, written, electronic, graphic or machine – readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services,

customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the "Receiving Party" by, or at the direction of the "Furnishing Party" including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of two or more of these generated by the Receiving Party (collectively, the "Information"), will be treated as confidential as provided in this Agreement.

2. For purposes hereof, "Information" shall not include:

(a) Information in the public domain at the time that it was provided by the Furnishing Party or which subsequently came into the public domain other than as a result of breach of this Agreement;

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

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

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

3. All Information:

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

By the above named

Shri _____

In presence of

SIGNED, SEALED AND DELIVERED

By the above named

Shri _____

For and on behalf of the Board of

Board of Mumbai Port Authority in

The presence of _____

The Common seal of the Board

Of Board of Mumbai Port Authority

Was affixed in the presence of

Shri _____

Secretary MBPA

Ref: Clause No.6.1 of 'Conditions of Contract'

DRAFT OF CONTRACT AGREEMENT

This Agreement made at Mumbai the _____ day of _____ 2024 between THE BOARD OF MUMBAI PORT AUTHORITY incorporated by Major Port Trust Act, 1963 as amended by Major Port Authority Act 2021 (hereinafter called "the Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Board of Mumbai Port Authority its successors and assigns) of the **ONE PART** And

(Name of Proprietor) of Mumbai carrying on proprietary business in the firm name and style of _____ having his office at _____

(Name of Partners) all of Mumbai carrying on business in partnership in the firm name and style of _____ and having their/ his office at _____

(Name of Firm) a company registered under the Indian Companies Act, 1956 and having its registered office at _____ & having registered with the Income Tax Department of Govt. of India No. _____ (hereinafter called "the Contractor/s" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the person named his or her heirs executors and administrators and his or her permitted assigns) the person named the survivor or survivors of them, their respective executors, and administrators of such last survivors and their / his or her assigns / the company named its successors and permitted assigns) of the **OTHER PART**.

WHEREAS the Board invited tenders for the work of _____ AND WHEREAS the Contractor/s submitted his/their/its quotations by his/their/its tender dated _____ which tender was subject to the terms and conditions as contained in his/their/ its letters referred to in the Schedule `A' hereto respectively and which tender subject to the said terms and conditions was accepted by the Board by the letter of (Designation of the HOD) bearing No. _____ dated _____ in respect of _____ only*

AND WHEREAS THE contractors have/has deposited with the Board a sum of _____ (Rupees _____) only by way of _____ being Initial Security for the due performance of this contract

AND WHEREAS at the request of the Contractors, _____ (Name of Bank and Branch), Mumbai has given Bank Guarantee for _____ (Rupees _____) only towards further security for the due performance of this contract by the Contractors.

Please strike out which is not required.

AND WHEREAS the contractor and the Board have further agreed that this agreement will remain in force even in case of any extension / renewal of the contract on the same terms and conditions and at the same rates accepted by the Board by the letter of its Chief Engineer dated _____ day of _____ 2024.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

FIRST COVER

- I. Undertaking by the Tenderer Annexure -2
- II. Tender Notice
- III. Instructions for online bid submission
- IV. Instructions to Tenderers
- V. Annexure – 9 & 10
- VI. Conditions of Contract
- VII. Technical Specifications
- /III. ECS Mandate Form Annexure - 3
- IX. Letter of Application Annexure – 1
- X. Integrity Pact annexure- 4
- XI. Contract Agreement Annexure - 9
- XII. Form of Bank Guarantee Bond Annexures – 10.

SECOND COVER

- i) Directions to Tenderer for filling in the Schedule of Quantities and Rates
- ii) Preamble to Schedule of Quantities and Rates
- iii) Schedule of Quantities and Rates
- iv) Form of Tender.

And

The Correspondence exchanged between MbPA and the tenderer upto issue of letter of acceptance, referred in the Schedule 'X' hereto,

And

the acceptance of the Tender by the said letter dated the _____ day of _____ 2024 from the Chief Engineer/ The Board of Mumbai Port Authority to the Contractor/s

3. In consideration of the payments to be made by the Board to the Contractor/s as hereinafter mentioned the Contractor/s DOTH / DO HEREBY CONVENANT with the Board to carry out and complete within the stipulated period (time being of the essence of this contract) the work of _____ and all other ancillary work as described in the Drawings, in accordance with the specifications and in conformity in all respects with the provisions of the Contract and to maintain/ guarantee the same as provided in the Conditions of Contract/ Specifications (hereinafter collectively called "the Contract work").
4. The BOARD DOTH HEREBY CONVENANT to pay to the Contractor/s in consideration of the Contractor/s carrying out and completing within the stipulated period (time bearing of the essence of this contract) the contract work to the entire satisfaction of the (Designation of HOD) of the Board in all respects the contract price at the time and in the manner prescribed by the Contract.

Tender 35-2024

IN WITNESS WHEREOF _____, the Contractors
_____ the duly Constituted Attorney of and
for and on behalf of the Contractors has/ have hereunto subscribed and set his/ their hand
and seal/s the Common Seal of the Contractors hath been hereunto affixed and the
(Designation of HOD) of the Board of Board of Mumbai Port Authority for and on behalf of the
Board has set his hand and seal and the Common Seal of the Board hath been hereunto
affixed the day and year first above written.

*** strike out if there is no rebate.**

THE SCHEDULE 'X' ABOVE REFERRED TO
(The Schedule of letters)

(LETTERS FROM THE Contractor/s)

(LETTERS FROM THE CHIEF ENGINEER OF THE BOARD TO THE Contractor)

SIGNED, SEALED AND DELIVERED BY
the above named _____
_____ for and on behalf of

Signature of Contractor

OR

SIGNED, SEALED AND DELIVERED
by the above named _____

on behalf of themselves and for and on behalf of

in the presence of _____

Signature of Contractors

OR

The Common Seal of _____
affixed pursuant to a resolution of the Board of Directors dated
the _____ day of 2024
in the presence of _____
Directors of the said Company

DIRECTOR

SIGNED, SEALED AND DELIVERED BY

(Name & Designation of HOD)
for and on behalf of the Board of Mumbai Port Authority in the
presence of _____

(Designation of concerned HOD)

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

Secretary
Mumbai Port Authority

Pre-requisites for execution of Contract Agreement:
Initial and Additional Security Deposits have been lodged by the Contractor.

FORM OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY DEPOSIT

GUARANTEE BOND

In consideration of The Board of Mumbai Port Authority incorporated by the Major Port Trust Act, 1963 as amended by Major Port Authority Act 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include The Board of Mumbai Port Authority, its successors and assigns) having agreed to exempt _____ (Name of the Contractor) (hereinafter called the "contractors") from the demand under the terms and conditions of the contract vide the Board's Chief Engineer's/ Addl. Chief Engineer's letter No. _____ dated _____ made between the contractors and the Board for execution of the work of

_____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash 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") 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 _____ (Name of the Bank & Branch) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the 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 _____ (Name of the Bank and Branch) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and, the Contractor(s) shall have no claim against us for making such payment.

4. We _____ (Name of the Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Chief Engineer/ Addl. Chief Engineer of the said Board certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the contractors renew or extend this guarantee for such further period or periods as

the Board may require from time to time.

5. We _____ (Name of the Bank and Branch) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of or to extend the time of performance by the said contractors the said contract or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or 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, _____ (Name of 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 you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee i.e. six months from the date of validity of Bank Guarantee).

Dated _____ day of _____ 2024

for (Name of the Bank)

Signature & Name & Designation.

Seal of the bank

NOTES:

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

(Ref: Clause No.14.1 of 'Conditions of Contract')

SPECIMEN BILL FORM 1 (For Estimated Bill)

Interim (Estimated) Bill No.: _____

For the period ending: _____

Deadline for making
payment 100% by: _____

	For the period ending	CE's VoucherNo. & Date
Last Measured Bill No.:		
Last Estimated Bill No.:		
This Estimated Bill No.:		

- (1) Name of work and Tender No.
- (2) Name of the Contractor:
- (3) Acceptance letter No. & date:
- (4) Contract price: `
- (5) Measurement Book No.:
- (6) Abstract Book No.:

Page No.:

Page No.:

	Amount		
	Upto Last Certificate	Since Last Certificate	Upto date
Gross certified value of work:			
<u>Less:</u> Cost of materials supplied by the employer and consumed on the work:			
Total:			
<u>Add:</u> Advances granted:			
(i)			
(ii) etc.			
Total:			
<u>Less:</u> Deductions/ Recoveries:			
(i)			
(ii) etc.			
Net Payment:			

Payment to be made this bill (Rounded off): `

Officer preparing the Certificate:

Signature:

Name:

Designation:

Date:

Contractor:

Signature:

Name:

Date:

Officer making the payment:

Signature:

Name:

Designation:

Date:



MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No.E.35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Directions to Tenderer for filling in the Schedule of Quantities and Rates

1. The percentage rate should be worked out carefully, having regard to Conditions of Contract, specifications, Drawings etc.
2. The items of the Bill of Quantities are mentioned in the PDF file (.pdf). The percentage rate worked out by the Tenderer is to be filled up in the Excel file (.xls) provided separately. The items mentioned in the PDF file (.pdf) is forming part of the Excel file.
3. Only one percentage rate on all items of Schedule of Quantities and Rates shall be written.
4. The percentage rate quoted by the Tenderer shall hold good for all the items of the tender, without reference to quantity or location of the work or the variation in the estimated quantity.
5. Bidders are requested to fill the details ONLY in the allowed fields of the Excel file and put their percentage. The amount will be calculated and Net tender value will be displayed in the file.
6. The rates and prices set out against the items are all-inclusive rates of the finished work as described in the Schedule of Quantities and Rates. It shall cover the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and charges whatsoever necessary for proper execution, completion and maintenance of the works, but exclusive of GST.
7. The MbPA will deduct from contractor's bills, the taxes like Income Tax etc. at source as applicable as per prevailing rules and regulations.

Chief Engineer
Mumbai Port Authority

MUMBAI PORT AUTHORITY
Civil Engineering Department
Tender No.E. 35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

Preamble to Schedule of Quantities and Rates

1. General Instructions:

- 1.1. The Schedule of Quantities and Rates must be read with the Drawings, Conditions of Contract and the Specifications and all relevant standards. The Contractor shall be deemed to have examined the Drawings, Conditions of Contract and the Specifications and have acquainted himself with all the details of the work to be done and the way the works are to be carried out.
- 1.2. The quantities entered in the Schedule of Quantities and Rates are approximate only. No claims on behalf of contractor will be entertained on account of changes in quantities in Schedule of Quantities and Rates.

2. Rate and Prices to be inclusive:

The rates and prices set out against the items are all-inclusive rates of the finished work as described in the Schedule of Quantities and Rates. It shall cover the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, overheads and profits and every incidental and contingent cost and the rates quoted by the contractor shall be **exclusive of GST** necessary for proper execution, completion and maintenance of the works.

- 2.1 The rates quoted by the contractor shall be exclusive of GST. The GST shall be payable to the contractor along with the running bills. All other incidental charges shall be borne by the contractor for the execution of the works.
3. The detailed description of work and materials given in the specifications may not necessarily be repeated in the bill of quantities.
4. The Contractor shall be deemed to have visited the site before preparing his tender and to have examined for himself the conditions under which the works will proceed and all other matters affecting the carrying out of the work and cost thereof.
5. In the event of non-availability of specification for certain items in the technical specification, PWD/ MOST/ MORTH/ IS Specification as applicable shall be followed. Should there be any details of construction or material which have not been referred to in the specification or in the bill of quantities and drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates

Tender 35-2024

and prices named by the Contractor in the bill of quantities. The rates or prices are to cover the items are described in the bill of quantities and if there is inconsistency between the bill of quantities, specifications or drawings the description in the bill of quantities shall prevail.

6. Measurement and Payment: All the works shall be measured and paid on Plumber shift basis. Nos. of Plumbers shift per day will be decided by the Asstt Ex. Engineer Water Supply GW.

Chief Engineer
Mumbai Port Authority

MUMBAI PORT AUTHORITY
Civil Engineering Department

Tender No.E. 35/2024

Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.

FORM OF TENDER

To,
Chief Engineer,
Mumbai Port Authority.

I/We _____, do hereby offer to execute the work comprised in the annexed Tender Notice for “**Tender No.E.35 /2024, Bi-annual contract for Operation and Maintenance of water supply system of water supply system for operational area at Jawahar Dweep GWMOT for two years from award of work.**” in strict accordance with Tender Notice, Instructions for preparation and submission of Tenders, Conditions of Contract, Specifications, Annexure – 1 to 6, Proforma I, II,III(A) & III(B), IV, Schedule of Fair Wages Rates, Schedule of Port AUTHORITY Wage Rates, Undertaking by the Tenderer, Preamble to schedule of Quantities and Rates, Directions to Tenderers for filling in the Schedule of Quantities and Rates, and Form of Tender etc. at the percentage rate entered in the attached Schedule of Quantities and Rates.

1. I/We undertake to execute the work(s) awarded to me/ us under this contract **for a period of two (2) years from the award of work. I/We are aware that the said contract is to be executed 24 hours of each day without any holiday, weekly off.** I/We also agree that this tender will remain open for acceptance up to **90 days** from the date of opening of first cover. I/We have independently considered the question of the amount of loss or damage likely to result to the Board of the Mumbai Port Authority from the delay on my/our part to carry out the work with in stipulated completion period and I/we agree that the Liquidated damages as mentioned in “conditions of contract” represents a fair estimate of the loss likely to result from the delay.
2. I/We also agree, if awarded the contract that the **Performance Security Deposit** of 5% of contract amount for this tender will be deposited by us to the Board towards Performance Security Deposit in the form of Pay Order/ demand draft/ by way of a Bank Guarantee, within twenty one days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port AUTHORITY.
3. The Penalty for failure to supply / engage a Plumber as directed will be Rs.1500/- per plumber per shift. Such penalty remained applicable even if Contractor arranges the work assigned to absentee Plumber through other plumber deployed by him elsewhere under same contract. Separate penalty of Rs. **1500/-** will be levied for not attending any specific work/ complaint/ directives.
4. I/We deposit herewith a sum of **Rs. 2,79,000/- (Rupees Two lakhs seventy nine thousand only)** as earnest money as proof of my/our willingness to enter into the contract if my/our tender is accepted.

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Technical Bid

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5. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender.
6. I/We also agree, if awarded the contract that the earnest money lodged with this tender may be retained by the Board of Mumbai Port Authority towards part of Performance Guarantee as prescribed within (21) **Twenty one** days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Authority.
7. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to 3% of the contract price of my/our tender by way of deductions from my/our bills at the rate of 5% of the gross value of work certified in each bill till the amount of 3% of the contract price is accumulated.
8. I/We understand that Mumbai Port Authority is not bound to accept the lowest or any tender, it may receive.
9. I/We agree to abide by this Tender for a period of 90 days from the date of opening of First Cover (Technical Cover) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
10. I/We certify that I/We have not made any interpolation in the tender documents.
11. I/We hereby certify that I/we are registered under Goods & Service Tax (GST). I/We hereby agree for raising the Tax Invoice showing the principle Amount and GST separately.
12. **I/We have inspected all MbPA operational areas, jetties, berths, offices at Jawahar dweep before tendering and I am/We are fully aware that these are water supply network monitoring, maintenance and management works. Also I/We are aware that there will be short supply of water/ contamination of water/ non-supply of water by MCGM water works department without giving any prior intimation may arise anytime and I/We have to deploy the required staff anywhere in Mumbai Port Authority Estate without any prior notice. I/We understood this condition about water works to be carried out while tendering for the contract. I/We further agree to execute the work for reduced scope, if MbPA decides not to execute certain works.**
13. *(A) Mine in a proprietary firm and I am the sole proprietor of the firm.
My firm is/is not registered with Registrar of firms.
NAME: _____ AGE: ___ years
- *(B) Ours is a partnership firm and the names of all major partners are given below:

	Name	Age
1.	_____	_____ years
2.	_____	_____ years
3.	_____	_____ years
4.	_____	_____ years

*(C) Ours is a Company with liability and a copy of our Memorandum and Articles of Association will be sent to perusal upon acceptance of our offer.

- v) 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.
- vi) The contract will be completed under the Company's Common Seal.

14. The Bank Guarantee referred above will be from _____.

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

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

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

18. The rate quoted by the contractor shall be exclusive of GST. The GST shall be payable to the contractor along with the running bills.

19. I/We agree to maintain daily attendance register of Plumbers deployed at various locations and such register will be made available for verification of MbPA representative.

20. I/We also agree to deploy plumbers at locations anywhere in MbPA area, whenever the need arises.

21. I/We are aware that MbPA will release the area for Operation and Maintenance in stages.

22. I/We are aware that the Engineer will be at liberty to take any action including termination of the contract and impose at his sole discretion any penalties or reject the work.

Witness's

Tenderer's

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No.: _____

Tel. No.: _____

(Mobile) No.: _____

Date: _____

Date: _____

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

**** Here the Name of the Bank should be stated.**