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बथापत्य आभियांत्रिकी विभाग
पोर्ट भवन, तिकारा मजला
शुद्धी उल्लभदास मार्ग, बॅलार्ड
इस्टेट, मुंबई ४०० ००१
**Civil Engineering
Department,**
Port House, 3rd floor,
S.V. Marg, Ballard Estate,
MUMBAI - 400 001.



NO. CE.T.48/2024/2116

26th JULY 2024

CORRIGENDUM-I

Sub.: Tender No.E.48/2024
Providing peripheral fencing at Hindustan Jetty,
Jawahar Dweep Island, GWMOT

Ref: This office Notice Inviting Tender (NIT) NO.
CE.T.48/2024/1769 dated 09th JULY 2024

All concerned are hereby informed modification of the following clauses in the subject tender:

1. Clause 6.1.1 of Conditions of Contract of Technical Bid – Security Deposit should be read as under:

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

(i) **Performance Security Deposit (PSD)** equivalent to 5% of the contract value payable in the form of Demand Draft/Pay Order OR Bank Guarantee issued from any of the Nationalised/Scheduled Bank in India endorsed for payment in favour of “The Board of Mumbai Port Authority”. It will be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP).

Plus

(i) **Additional Security Deposit (ASD)** for abnormally low bids; Payable only if the contractor quotes more than 15% cost put to the tender payable in the form of Demand draft/Pay Order or Bank Guarantee issued from any commercial bank in India.

ASD shall be valid up to scheduled completion and subsequently be extended up to actual completion and shall be in favour of the 'Board of Mumbai Port Authority'. The Additional Security Deposit will be released on satisfactory completion of work.

Formula:

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

Where 'A' = Percent rebate quoted on the cost of work put to tender for a particular part by the contractor minus fifteen percent (15%).

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

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

No costs/ charges will be recovered from the Contractor for approval of the Bank Guarantee by the Employer's Chief Law Officer & Advocate 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 Proforma-II.

Plus

- (ii) **Retention Money (RM)** 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.

- iv. The Security Deposit under sub clause (a) and (b) above if applicable, shall be lodged by the Contractor within 21 days from the date of award of contract.
- v. The security deposit and retention money shall not bear any interest and these shall be refunded to the Contractor in the manner detailed in the clause No 15.b of Conditions of Contract.
- vi. The Contractor shall ensure that the BG towards Security Deposits (Performance Security) is valid till completion/ extended completion of contract.
- viii. Bank Guarantees submitted for the above deposits are liable for encashment if the work is not completed satisfactorily."

2. Clause 2-B(i) of Tender Notice should be read as:

'Similar Work' shall mean "any completed General Civil Engineering work".

Sd/-

D.A. Nil

DY.CHIEF ENGINEER, MOT