



**MUMBAI PORT AUTHORITY**  
**MARINE DEPARTMENT**

**TENDER NO. DC- MRC- NB- 04/2024**

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS, LEADING AND SIGNAL LIGHTS IN  
MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

**First Cover**  
**(TECHNO-COMMERCIAL PROPOSAL)**

Tender is available at MbPA web site <http://www.mumbaiport.gov.in> and at government e marketplace (GeM) (URL: <https://gem.gov.in>).

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**IMPORTANT NOTE**

**At any time, prior to the last date for submission of tender, MbPA may modify the tender document by issuance of amendment(s). Any amendments including the dates, venue, corrigendums, clarifications to pre-bid queries, etc. shall be posted on the website of the Mumbai Port Authority ( [www.mumbaiport.gov.in](http://www.mumbaiport.gov.in) ) and the GEM Portal (<https://gem.gov.in> ). The tenderers are requested to keep themselves informed of the development by visiting the said websites regularly. Such amendment(s) shall be binding upon them.**

**DEPUTY CONSERVATOR**



**Mumbai Port Authority  
Marine Department**

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**TENDER ACTIVITY SHEET**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1.	Tender e-publication date	08/08/2024	15.00 hrs.
2.	Document download Start date	08/08/2024	15.00 hrs.
3.	Document down load end date	13/09/2024	14.00 hrs.
4.	Date and time of Pre-Bid meeting	19/08/2024	11.00 hrs.
5.	Replies to Pre-Bid Queries	23/08/2024	15.00 hrs.
6.	Bid submission start date and time	26/08/2024	10.00 hrs.
7.	Bid Submission end date and time	13/09/2024	14.00 hrs
8.	Date & Time of Opening of Techno-commercial Proposal of the Tender	13/09/2024	15.00 hrs
9.	Price Bid Opening Date	Will be conveyed subsequently After Technical Bid Scrutiny.	



## Mumbai Port Authority Marine Department

### Tender Information: -

Sr. No.	Particulars	Details
1.	Name of Work	<p><b><u>TENDER NO. DC- MRC- NB- 04/2024</u></b>  <b>‘TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS, LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS’.</b></p>
2.	Brief Scope of Work	<p>1. The contract involves repairs and maintenance of Navigational buoys (steel 14 Nos &amp; polyethylene 20 Nos), Beacons, Leading and Signal lights at locations offshore as well as work site onshore. The work includes lifting of buoys and putting them on service craft; unshackling of a buoy from its mooring; replacement of a buoy; salvaging of a sunk/ drifted buoy; sand blasting of steel buoys including painting (successful contractor is expected to undertake complete work of maintenance and repairs to the buoys to IALA Code requirement); transportation of buoys including sinkers and chains ashore; replacement of buoys with TLMB (Temporary Lighted Marker Buoy to be supplied by the contractor); servicing / replacement of electrical / electronic parts ( lights, solar panel batteries, electronic sub system etc.) Repair/ replacement of Beacons, Leading and Signal lighting system. Repair and painting of light structure every two years with epoxy primer and paint (two coats).</p> <p style="padding-left: 40px;">a) Steel Buoys: Sand blasting to SA 2.5, cleaning, thickness gauging of hull/ skirt, hydraulic testing of buoyancy chambers, calibration of chains etc, inspection of lifting eyes, swivel, shackles etc, epoxy coating of chain etc, painting of buoy and structure to IALA code, repairs and / or replacement of hardware / electrical / electronic components, or any other related work decided by the Asst. Harbour Master.</p> <p style="padding-left: 40px;">b) Polyethylene Buoy: Cleaning of sea growth, Inspection of hull and super structure including core incorporating lifting eyes and mooring connections, solar panel, lantern, batteries, switches or any monitoring system requiring servicing including repairs to any damaged components or / its replacement etc; epoxy coating of mooring chains after cleaning, gauging/ calibration or any other related work considered necessary from time to time.</p>

- c) Yearly inspection of light and its holding structure. Repair / replacement of Beacon Lights.

The successful contractor is expected to own/arrange/create necessary infrastructure including manpower.

2 The broad general scope is stated in the clauses describing certain parameters to which the tenderer shall work; but the fact that everything may not be fully specified/mentioned and there may be errors and omissions in the scope of work, shall not relieve the contractor (successful tenderer) from his obligation to execute the work completely in all respects. Everything necessary to lay these buoys at designated places shall be carried out within specified period mentioned in the respective work orders issued from time to time.

3 The workmanship throughout shall be of the highest class and as per IALA requirement.

4 Tenderer shall have the facility, tools, tackles, work barge, launch, floating crane etc. to carry out the contract work. No vessel related charges will be levied during the contract period.

5 The contractor shall arrange for Dock Entry Permits/Stream Pass as per MbPA Rules and Regulations for their staff who shall be deployed for the subject work and to facilitate their movement through Docks and harbour. This department shall only recommend for issuance of these permits /passes.

6. The contractor shall take Workman Compensation Insurance Policy for his employees who shall be deployed for the subject work covering the entire period of work.

7 The vessels e.g. floating cranes, launches etc. Including tools tackles such as rope, slings, shackles and protective materials such as hand gloves, eye wears, helmets and all consumables such as paints, fuel, shall be arranged by the contractor at his cost. The entire operation shall be arranged by the contractor within the quoted price.

8 The contractor shall workout complete programme/ modalities etc. including transportation of men and materials for carrying out repairs/maintenance including laying the buoys in the channel in consultation with Asstt. Harbour Master.

9 It is the responsibility of the contractor for the safety of his personnel's and MbPA property for which he shall arrange to take insurance covering the risk during the entire period of contract. The contractor will have to comply all government laws, regulations etc. The rates quoted in the bill of quantity not to include this cost of insurance policy.

MbPA will not be responsible for any lapses. MbPA will provide open space not more than 300 sq. Feet within the dock

		premises free of cost. <u>The contractor should indemnify MbPA from any liability, loss, theft, etc. during the contract period.</u>
		10 Tenderers may visit the site and ascertain for themselves with the work to be carried out and the local condition, etc. For this, they may contact Capt. Sandesh Kumar , Asstt. Harbour Master, (Ph. No. 022-66564024) PI. see Detailed Scope of work within the tender.
3.	Estimated Cost of work put to tender .	Rs. 9,10,92,000/- for <b>05 years</b> (including 18% GST)
4.	Earnest Money Deposit	Rs. <b>18,22,000.00</b> (Rupees <b>Eighteen Lakh And Twenty Two Thousand</b> only) through online payment mode at <a href="https://eplatform.MbPAedi.gov.in">https://eplatform.MbPAedi.gov.in</a>
5.	Performance Security Deposit	@ 5 % of contract value computed for the period of 5 years.
6.	Time Period of Work	The contract shall be valid for a period of <b>05 years</b> from the date of Letter of Award.
7.	Validity of Offer	180 days from the opening of Technical Bid (First Cover).
8.	Mobilisation Period	Within 40 days after award of contract or every work order.
9.	Price Variation Clause (PVC) /Escalation	The prices charged for the Services performed shall not be adjustable for initial 12 months. PI see formula in tender document.





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**SECTION –I**  
**NOTICE INVITING TENDER (NIT)**

Online e-Tenders are invited by the Dy. Conservator on behalf of Mumbai Port Authority [hereinafter referred to as 'Employer' or 'MbPA'] invites e-tender under two cover bidding procedure from reputed and experience contractors for **"Overhauling/repairs and maintenance of navigational buoys, beacons and leading lights in Mumbai harbour for a period of 5 years"** from interested firms capable of carrying out complete work, all in accordance with the Conditions of Contract, Specifications, Scope of Work, Schedules, Form of Tender, Price Proposals, etc. attached to this document from firms meeting the following Pre-qualification Criteria.

Bidders from countries sharing border with India must be registered with competent authority as per Annexure 1 of order No. F.No.6/18/2019-PPD (Public procurement No.1) dated 23.07.2020 issued by Ministry of Finance, Government of India.

**2. PROCEDURE FOR OBTAINING TENDERING DOCUMENTS: -**

2.1 Tendering document can be viewed and downloaded from the website of Mumbai Port Authority <http://www.mumbaiport.gov.in> , e-portal of the Govt. of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and Government e Marketplace (GeM) (URL: <https://gem.gov.in>). The downloading of the tendering documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted. If any discrepancy is noticed at any stage between the MbPA's document and the one submitted by the tenderer, the tender document uploaded by MbPA shall prevail. The downloading and submission of the tendering document shall be carried out as mentioned in the tendering document and instructions at Government e Marketplace (GeM) (URL: <https://gem.gov.in>).

2.2 Tenderers who are registered (MSEs registered) under Udyam Registration shall be eligible for exemption from payment of EMD. Tenderer has to upload scanned copy of Udyam certificate ( refer clause no. 28 ) .

2.3 The tenderer is responsible to download addendum/ amendments / errata / replies to the queries of the tenderers etc., if any, posted by MbPA on its website or on e-portal of the Govt. of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)) or on the Government e Marketplace (GeM) (URL: <https://gem.gov.in>). before submission of the tendering document. Any shortfall in submissions of signed and scanned copies of the said addendum / amendments / errata

/ corrigenda / replies to the queries of the tenderers etc. along-with other documents as mentioned in ITT, shall be treated as incomplete and the tender offer shall be rejected.

2.4 A pre-bid meeting will be held in the Office of Dy. Conservator 1st Floor, Port Bhavan (H.O) Mumbai Port Trust, S.V. Road, Mumbai 400001 with the representative of the firms who are interested to participate in the tender for clarifying and discussing issues related with the tender. It is preferable that prospective tenderers submit their pre-bid queries in writing to the officer issuing the tender notice well in advance. The representative of tenderer attending the pre-bid meeting shall carry authorization letter on the firm's letter head and a photo identity proof.

2.5 No tender will be considered which is not made in the prescribed forms and which is not accompanied by the EMD (unless eligible for exemption).

### 3. PRE-QUALIFICATION CRITERIA: -

Pre-qualification criteria	Proof of document required: Notarized copies of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against eligibility criteria.
The bidder must be registered under appropriate authorities i.e. must be registered with Service Tax authorities/Income Tax/EPF/ESI authorities/ PSARA/ PAN etc;	Copies of original Registration certificate documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
<p><b>Financial Criteria:</b> The tenderer should have:</p> <p>(i) <b>Average Annual financial turnover</b> of related services during the last three years, ending 31st March of the previous financial year, <b>should not be less than Rs.54.65 Lakhs</b> (three financial years. ie. 2021 – 2022, 2022 -2023, 2023-2024).</p>	<p>Documentary evidence to be submitted with the Technical Proposal: Balance Sheets/ Annual Reports/ Profit and Loss Accounts for the preceding three years duly certified by the Certified Auditors / Chartered Accountant (with UDIN No.).</p> <p>The Document certifying Turnover as per proforma in tender document shall bear Unique Document Identification Number (UDIN). [CA's UDIN No. to be shown on each document with stamp and signature]</p>

<p><b>Technical Criteria:</b></p> <p>a) The bidder must have at least three years' experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with list of such Central/State/ PSUs/ Nationalized Banks with duration of service shall be furnished.</p> <p>b) The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years: -</p> <ol style="list-style-type: none"> <li>1) Three similar completed services costing not less than the amount equal to Rs. 72.87 Lakhs <b>or</b></li> <li>2) Two similar completed services costing not less than the amount equal to Rs. 91.09 Lakhs <b>or</b></li> <li>3) One similar completed service costing not less than the amount equal to Rs. 1.45 Crores.</li> </ol> <p>Here, "<b>Similar services</b>" means</p> <p>a) 'Laying and removing navigational buoys in sea and/or in creek'</p> <p style="text-align: center;">OR</p> <p>b) 'Overhauling/Repairs &amp; maintenance of navigation buoys, beacons &amp; mooring lights or manufacturing, supply, installation &amp; maintenance of buoys, beacons &amp; lights'</p> <p style="text-align: center;">OR</p> <p>c) 'Offshore salvage work related to ships and / or repairs to ship's hull and / or caissons and / or lockgate / or laying submarine pipelines using floating cranes'</p> <p>For contracts under which the applicant participated as a joint venture member or</p>	<p>Duly Notarized copy of (i) Purchase order / work order, (ii) Agreement and (iii) Work completion certificate issued by the client. TDS certificate from the previous employer or Form 26As of IT department shall be submitted</p> <p>(Mention of completion period in aggregate and amount in INR of completed work is a must)</p>
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sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement.	
Bidder should not have been black listed for corrupt or fraudulent practices by Govt. of India/ State Government/ Central Government / Central PSU at the time of Bid submission date.	Declaration by the Authorized signatory of the Bidder shall be submitted.
Permanent Account Number (PAN) & GST No.	Copy of PAN card and GST issued by Taxation department, Govt. of India.
Integrity Pact (Mandatory)	To be submitted on line with the bid.

3.1 Tenderers should submit satisfactory performance certificates of orders executed during the last 5 years. A copy of work order/agreement and a certificate from the employer for satisfactory completion of work or any of the relevant document indicating the completion of work should be submitted as per condition above. In addition to the above, TDS certificate from the previous employer or Form 26As of IT department shall be submitted by the tenderer for each executed similar work. The Notarized copy of the Income tax returns of the last three years attested by CA (with UDIN No.) to be submitted.

3.2 In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate for the completed period of contract up to the date prior to 7 days before submission of tender, indicating there in the value of contract and the period which qualifies him.

3.3 The Employer do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason.

#### 4. Bid Submission

i) The detailed procedure for online bid submission has been provided in INSTRUCTIONS TO THE CONTRACTORS / BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH GeM-Portal (PAGENO. 16-17) in this volume of the tender.

ii) Online-Bid document (Technical) containing Scanned copy of EMD paid, Integrity Pact (duly signed & stamped), Pre-Qualification Documents, tender set, Bidders Mumbai address, contact numbers and the technical bid duly signed and stamped on all pages submitted, will be opened on the date of opening of the Technical Bid.

iii) Technical Bids of the Bidders will not be considered in case the EMD (or appropriate Udyam certificate granting exemption) and Integrity Pact are not submitted in the form and manner prescribed.

Pre-Bid replies/addendum/amendments/ errata, etc. will be made available at the GeM Portal , and MbPA website [www.mumbaiport.gov.in](http://www.mumbaiport.gov.in) .Bidders are requested to check. Prospective bidders should raise their queries in writing prior to the pre bid meeting. Bid document shall be submitted online only for evaluation and consideration.

**a). Technical Bid:** The Bidders shall submit scanned copies of the following documents in pdf format including e-receipts of EMD and upload the same on the online portal:

\* **MSEs registered under Udyam Registration** are eligible to avail the benefits under the Policy. MSEs will be facilitated by exempting from payment of earnest money deposit, adopting e-procurement to bring in transparency in tendering process. However, exemption from paying of Performance Bank Guarantee is not covered under the policy. **Pls see details Clause no. 28 & 27 within the tender.**

Pre-Qualification documents, bid evaluation documents & technical details of the bidder's proposal including the supporting documents.

The duly signed Bid along with the uploaded tender document and Pre-Bid replies/addendum /amendments/ errata, etc. made available at the Gem portal shall be submitted online.

**b). Price Bid:** The tenderer shall quote the rates in schedule of quantities & rates (Price Bid Section). online in the EXCEL format & no other format is acceptable. The price bid has been given as a standard BOQ format as Excel file with the tender document, and the same is to be downloaded and filled by all the bidders. The bidder should submit the BOQ after filling all the figures , online as mentioned in instructions at Government e Marketplace (GeM) (URL: <https://gem.gov.in>).

4). The successful Bidder will not be entitled for taking any benefit whatsoever, other than only contractual payment for services rendered to the port.

5). The Bidders are requested to ensure that the 'Online- bid Submission' having all the required documents, drawings, engine manufacturer's certificates and all other information for technical evaluation, with all pages serially numbered and indexed properly is submitted. Bidders shall submit 'Online scanned copies' of all documents required including Integrity Pact.

6). The evaluation of bids will be on the basis of 'On line Submission'. MbPA has absolute right to seek clarification/supporting documents for evaluation of technical bids and finalization of award of contract having no bearing on financial aspects of the tender.

7). Bidders shall give declaration for not having been banned or de-listed by any Government, Semi-Government Agencies or PSU, or by any instrumentality of the Central or State Government otherwise their bids is liable to be rejected as 'non-responsive'.

8). The contract is for a period of Five years.

10). Mumbai Port Authority shall be within its rights to negotiate with lowest bidder for implementation of the award of the contract.

11). The successful Bidder must appoint local agents or should have their office in Mumbai.

12) . If the Force Majeure conditions persist for continuous period more than 120 days, either of the party shall have right to terminate the contract by giving 30 days' notice.

13). The successful bidder is required to execute non-disclosure agreement. The cost of such agreement will have to be borne by the bidder.

14). The contractor is required to indemnify MbPA from any loss/theft etc. of any nature.

15). MbPA has absolute right to invoke clause No.32 of Section-III [scope of work and specifications] in case of non-compliance of terms and conditions of the tender by the (L-1) bidder.

## **5. PRICE VARIATION CLAUSE :**

The prices charged for the Services performed shall not be adjustable for initial 12 months.

After initial period of 12 months, the price will be adjusted at the beginning of the 2nd Anniversary year and the subsequent Anniversary years with reference to a Consumer

Price Index for Industrial Workers for India using the base index value as the value as on the date of award of contract.

For the purposes of the above adjustment, the terms "Consumer Price Index for India" shall mean the consumer price index produced by the 'Labour Bureau, Government of India'.

In computing the new rates for 2nd Anniversary year and subsequent Anniversary years, the formula to be used shall be as follows:

(Applicable index value at applicable anniversary date ÷ index value on the date of award of contract) multiplied by applicable Monthly Service Fee on the date of award of contract.

For any details /clarification, Marine Engineer may be contacted at e-mail [patodc@mumbaiport.gov.in](mailto:patodc@mumbaiport.gov.in). or [kp.shingh@mumbaiport.gov.in](mailto:kp.shingh@mumbaiport.gov.in)

**DEPUTY CONSERVATOR**



**Mumbai Port Authority**  
**Marine Department**  
**TENDER NO. DC- MRC- NB- 04/2024**

**1. INSTRUCTIONS TO THE CONTRACTORS / BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH GeM-Portal:**

- 1.1. Bidder shall register in the Government e Marketplace (GeM) (URL: <https://gem.gov.in>).
- 1.2. Bidder then shall login to the site through their user ID / password chosen during registration.
- 1.3. The user ID / password registered should be used by the bidder only and should ensure safety of the same.
- 1.4. The Bidders can update well in advance, the documents such as certificates, purchase order details, etc., under “My Documents” option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- 1.5. After downloading / getting the tender schedules, the Bidder shall go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 1.6. If there are any clarifications, these may be obtained online through the tender site, or through the contact details. Bidder shall take into account of the corrigendum published before submitting the bids online.
- 1.7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- 1.8. Bidder shall submit the EMD (if applicable) as specified in the tender. Scanned copy of the EMD should be uploaded as part of the offer along with techno bid.
- 1.9. It is construed that the bidder has read all the terms and conditions before submitting their offer.
- 1.10. Bidder should log into the GeM site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time to avoid any delay or problem during the submission process. If there is any delay, due to other issues, bidder only is responsible.
- 1.11. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- 1.12. Bidder shall scan the documents in black & white (or) Grey scale. Colour scanning shall be avoided to restrict the size of document.

The tendering system will give a successful bid updation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details.

- 1.13. The documents submitted by the bidders should be signed and stamped in their company authorized seal and then submitted.
- 1.14. The bidder shall ensure that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 1.15. The server time displayed in the GeM website will be valid for all actions of requesting, bid submission, bid opening, etc. The bidders should follow this time during bid submission.
- 1.16. Bidders should ensure that prices should not be indicated anywhere in the unpriced part. The prices should be indicated only in the price bid and nowhere else.
- 1.17. Bidders to note that if prices are indicated in their unpriced techno commercial part, their offer will be rejected and NO further evaluation or communication will be entertained in this regard.
- 1.18. For any queries regarding GeM tendering process, the bidders are requested to contact through the modes given in the GeM portal.
- 1.19. For any queries other than GeM- Portal tendering process, the bidders are requested to contact GeM Help Desk.



## **SECTION –II**

### **INSTRUCTION TO THE TENDERERS (ITT)**

#### **1. INTRODUCTION**

Online e-Tenders are invited by the Dy. Conservator on behalf of Mumbai Port Authority [hereinafter referred to as 'Employer' or 'MbPA'] invites e-tender under two cover bidding procedure from reputed and experience contractors for "**Overhauling/repairs and maintenance of navigational buoys, beacons and leading lights in Mumbai harbour for a period of 5 years**" from interested firms capable of carrying out complete work, all in accordance with the Conditions of Contract, Specifications, Scope of Work, Schedules, Form of Tender, Price Proposals, etc. attached to this document from firms meeting the following Pre-qualification Criteria.

Bidders from countries sharing border with India must be registered with competent authority as per Annexure -1 of Order No. F.No.6/18/2019-PPD (Public procurement No.1) dated 23.07.2020 issued by Ministry of Finance, Government of India.

#### **2. GENERAL INSTRUCTIONS**

The Tender document can be downloaded from the website [www.eprocure.gov.in](http://www.eprocure.gov.in) , [www.mumbaiport.gov.in](http://www.mumbaiport.gov.in) and/or <https://gem.gov.in> and The tender document is to be uploaded online duly filled in, signed and stamped on all pages on or before the due date and time for receipt of tender. MbPA may at its discretion extend the date for receipt of tenders. Tenders received after the aforesaid mentioned time and date or the extended time and date, if any, will not be opened. The bidders are requested to ensure that all required submissions/documents for comparison of bids are submitted along with the bid, failing which the bidder may stand disqualified No counter conditions / suggestions shall be accepted. Existence of any counter conditions/suggestions would render the bid unresponsive.

#### **3. CONTENT OF TENDER DOCUMENT.**

Tender shall be submitted in two covers system on line only. **Cover – I** containing the "Techno-Commercial Bid" and **Cover – II** containing the "Price Bid"

#### **4. SUBMISSION REQUIREMENTS ( EMD )**

The bidder has to submit EMD as mentioned through online payment mode at <https://eplatform.mbptedi.gov.in/>.

EMD receipt or Notarized copy of Udyam certificate registered under "Single Point Registration Scheme" of Ministry of MSME (for small scale industries) & Integrity Pact to be also uploaded along with techno-commercial bid.

EMD may be accepted in the form of Insurance Security Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker' Cheque, or Bank Guarantee from any of the commercial Banks or Payment on Line in an acceptable form safe guarding the interest of the employer in all respect [(Amended GFR2017 -170(i)].The EMD is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

## **5. PERFORMANCE SECURITY**

The Performance security may be furnished in the form of Account Payee Demand Draft, Fixed Deposit receipt from a commercial Bank, Bank Guarantee from a commercial bank or online payment in an acceptable form in the form safe guarding the employers interest in all respect. (latest amendment GFR 171(ii) of 2017 regarding performance security and bid security) The format of the bank guarantee shall be in accordance with the sample form included in this Tender Documents. The tenderer shall also submit a certificate separately from the bank issuing the bank guarantee that the signatories of the guarantee are authorized to do so on behalf of the bank.

## **6. RETURN OF EMD**

Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. will be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. EMD furnished by all unsuccessful bidders will be returned through an e-payment system without interest, at the earliest, after the expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract

## **7. EMD OF COMPETITIVE BIDDERS.**

After opening of the price bid, EMDs of bidders other than L1, L2 & L3 will be discharged / returned immediately through ECS/NEFT/RTGS. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract.

## **8. FORFEITURE OF EMD**

The EMD may be forfeited and appropriated as liquidated damages without prejudice to any other right or remedy that may be available to the Board of Mumbai Port Authority and the bid may be cancelled, under the following conditions:

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(b) if a bidder withdraws its bid during the period of bid validity specified in the Bid form, or in the case if successful bidder fails to sign the Contract in accordance with the tender conditions or to furnish the performance security.

In case fraudulent documents are submitted, the EMD &/or BG shall be forfeited and the firm/s blacklisted having regard to the provisions of Rule -175 of GFR 2017.

## **9. PERIOD OF VAILIDITY OF BIDS: -**

Bids shall remain valid for 180 days after the date of opening of Techno Commercial bids.

## **10. PRE-QUALIFICATION CRITERIA: -**

The bidder must be registered under appropriate authorities i.e. must be registered with Service Tax authorities/Income Tax/EPF/ESI authorities/ PSARA/ PAN etc; and submit the copies of original Registration certificate documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.

Bidder must fulfil the following pre-qualification criteria to prove the techno-commercial competence and submit the documents in support thereof. In case the original documents are in a language other than English, the same should be translated and attested by consulate of the country.

**(A) PAST EXPERIENCE: -**

a) The bidder must have at least three years' experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with list of such Central/State/ PSUs/ Nationalized Banks with duration of service shall be furnished.

b) The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years: -

1. Three similar completed services costing not less than the amount equal to Rs. 72.87 Lakhs **or**

2. Two similar completed services costing not less than the amount equal to Rs. 91.09 Lakhs **or**

3. One similar completed service costing not less than the amount equal to Rs. 1.45 Crores.

Here, "**Similar services**" means

a) 'Laying and removing navigational buoys in sea and/or in creek'

OR

b) 'Overhauling/Repairs & maintenance of navigation buoys, beacons & mooring lights or manufacturing, supply, installation & maintenance of buoys, beacons & lights'

OR

c) 'Offshore salvage work related to ships and / or repairs to ship's hull and / or caissons and / or lockgate / or laying submarine pipelines using floating cranes'

The tenderer should produce the successful & satisfactory work execution certificates from the client / employer in support of experience claimed. Also, TDS Certificates issued by the employer / Form 26AS of IT Department shall be submitted. Successful work completion certificate issued by client up to last day of the previous month of the tender due date will be considered.

For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement.

Experience of Holding Company/JV can be considered for subsidiary company / JV and vice-versa, if there is a legally binding contract between the parties for the contractual obligation. These documents must be submitted along with the bid.

Similarly, experience can be considered if there is a legally binding contract between the bidder and the partner in the JV. These documents must be submitted along with the bid.

It is further explained that the contracts for which qualifying experience is claimed, should not be out dated. The above claim should be supported by documents mentioning the value of contracts and their date wise period.

### **C). FINANCIAL CAPABILITY: -**

The tenderer should have:

(i) **Average Annual financial turnover** of related services during the last three years, ending 31st March of the previous financial year, should not be less than **Rs.54.65 Lakhs** (three financial years. ie. 2021 – 2022, 2022 -2023, 2023-2024).

Tenderer should also submit: -

(i) Last three years Income Tax Returns and GST number.

(ii) Details of present technical staff.

(iii) The Tenderer undertaking, Agreement, Performance Bank Guarantee are to be in the approved format.

(iv) Service Tax registration certificate

(v) Copies of EPF, ESI, Labour license & PAN number

(vi) Copy of valid license under the Private Security Agencies (Regulation) Act, 2005 or the similar Act/ Rules promulgated by State in which the service is performed (in case of Security Service)

**D. Disqualification:** Even if an applicant meets the eligibility criteria and PQC, he shall be subject to disqualification if he is found to have:

1. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on.

3. On account of currency of debarment by any Government agency.

### **11. Compliance of guide lines of Competent Authority.**

Bidder to note that the guidelines issued by the **Competent Authority** from time to time would be applicable.

### **12. Cover – I**

The first cover containing “Techno-Commercial-Bid” shall be submitted on line prior to or on due date & time.

#### **Techno-Commercial Bid:**

It shall contain the following documents and information –

(a) Details of completed experience and past performance of the bidder - Bidder should submit details of contracts in Annexure – VII. Copy of the Agreement & Work Orders etc., in support of experience claimed for the contract/s to be submitted).

(b) Report on the financial standing of the Tenderer including average annual turnover certified by CA (having UDIN) for the last three years, (not less than Rs. **Rs.54.65**

**Lakhs**). The financial turnover with regard to the above should be accompanied with the audited financial statements for the last three financial years.

(c) The Bidder should submit Income Tax Returns for the last three years and indicate his PAN number.

(d) The details of present technical staff.

To assist in the examination, evaluation and comparison of tenders, MbPA may further ask tenderers, individually for clarification / information of their tender.

(e) Power of Attorney duly notarized on a non judicial stamp paper of Rs. 500/=..

**"The Authority reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such bid except in case of Power of Attorney, the Authority reserves the rights to get the shortcomings in Power of Attorney cured from the bidders by serving notice in writing. The Authority shall grant equal opportunity to all Bidders."**

f) Integrity Pact

1. The scanned copy of Integrity Pact (hereinafter referred to as '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. 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.

3. The unsigned scanned copy of IP Agreement by the bidder shall be treated as invalid and the bid shall be considered as non-responsive bid.

4. 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.

5. 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.

6. 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:

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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**13. Cover-II: “PRICE BID”** as per the details contained in Section - X (In Excel sheet only) of the Tender Document.

The Bidders are directed to strictly comply with the directions while submitting the Tender. All pages of the Tender Document before uploading shall be serially numbered, indexed, duly signed and stamped by the tenderer. The tenderer should submit the Power of Attorney duly notarized on a non judicial stamp paper of Rs. 500/= in the name of the person authorized to make the signature on the tender document and to enter into the contract on behalf of the firm.

(b) Over-writing in the proforma in the (Schedule of Rates) Section X of the Tender Document is not permitted. Interpolations, alterations, deletions or additions, if any, shall be duly authenticated by the signature (s) of the tenderer. The signature shall be of the same person who has signed the Tender Form / Tenderer’s undertaking.

(c) The tenderer should fill and sign Form of Undertaking (Annexure-VI).

(d) **The tenderer shall not offer or submit any counter conditions. Any counter offer shall disqualify the Tenderer forthwith.**

**14 . SPECIAL CARES DURING BID SUBMISSION.**

The tenderer should note the following conditions carefully:

The tenderer should quote his offer only in Cover No. II as per the proforma attached (Section -X) (Excel Format). Any offer with indication of price elsewhere shall be disqualified forthwith

**15 Evaluation of Price Bid:**

The evaluation shall be done on the basis of Basic rates quoted by the tenderer.

b) If the offer of one bidders are at par with each other, the successful contractor will be decided on consideration of his weightage with higher average turnover for last three years.

c) If the evaluated price of the successful Tenderer is more than or less than 15% of estimated cost put to tender, the tenderer may be asked to submit the analysis of his Price Proposal to the Employer within the stipulated time provided, and in case tenderer fails to respond, the tender would be treated as non-responsive under the contract. The Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

## **16 . OPENING OF THE TENDER:**

- (a) Techno Commercial Bid and the EMD, i.e. Cover No. I will be opened as scheduled in the presence of Bidder who may wish to be present.
- (b) The Cover No. II i.e. the price bid, Schedule of Rates (Annexure VII) shall be opened on the date so fixed by the Dy. Conservator, Mumbai Port Authority. The Cover No. II will be opened only of those Bidder who will qualify in the Techno-Commercial Bid.
- (c) Conditional Tender will be rejected outright considering it as “Non-responsive offer”.
- (d) The request for clarification and the response shall be in writing, or by fax or by person, but no change in price or substance of the Tender shall be sought, offered or permitted.

## **17. VALIDITY OF THE TENDER**

The tender shall remain valid and open for acceptance for a period of 180 days from the last date fixed for opening of techno commercial bids. The MbPA reserves the right to extend the period of validity for a specific time. The request and response thereto shall be made in writing.

## **18. PREMATURE WITHDRAWAL OF TENDER**

In the event of the tenderer withdrawing his offer before the expiry of 180 days from the date of opening of techno commercial bid, his offer shall be cancelled and EMD of the tenderer shall be forfeited and the bidder may be blacklisted. The decision of the MbPA shall be final in this regard. The EMD of the successful tenderer will be discharged upon the tenderer executing the Contract Agreement and furnishing the required Performance Bank Guaranties as per Conditions of Contract. The EMD in respect of successful tenderer shall be forfeited and the bidder may be blacklisted for 2 years, if he fails to enter into a contract and do not furnish the necessary Performance Bank Guarantee within 14 working days from the date of issue of letter of Acceptance.

## **19. CURRENCY FOR PAYMENT**

The tenderer shall quote the price payable as hire charges per day, as per Section - X, only in Indian Rupees. No other Currency, except stated above, would be accepted. Any offer received in any other currency will be termed as Non Responsive and will not be considered for further evaluation and will be rejected.

## **20. AUTHORISATION FOR TENDER SUBMISSION.**

Form – 3 : specimen letter of authority for submission of tender to be submitted on the letter head of the Tenderer.

## **21. CORIGENDUMS / ADDENDUM**

At any time prior to the last date for submission of tenders, the Board may for any reason whatsoever, change or modify the tender documents by addendum / corrigendum. The addendum / corrigendum so carried out will be placed on the website. All the prospective Bidder who have downloaded the tender documents are requested to visit the website regularly in their own interest. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The MbPA may at their discretion extend the

last date for submission of tenders to enable the Bidder to have reasonable time to submit the tender after taking into consideration such addendum / corrigendum.

**23. WITHDRAWAL OF TENDER:**

No tenderer will be permitted to withdraw his tender after the last date for submission of the tender or such extended time as the case may be. In the event of the tenderer modifying / withdrawing his tender after the last date of submission or such extended time as the case may be, the tender shall be cancelled and the amount payable under tender security shall become forthwith payable to the MbPA and the decision of the MbPA shall be final in that regard and the firm may be blacklisted for 2 years.

**24. DOCUMENTATION CHARGES.**

All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the tenderer's attorneys shall be borne and payable by the tenderer.

**25. SIGNING AND STAMPING OF BIDS**

Tender Documents shall be duly signed and stamped, numbered and indexed all pages by the tenderer. Unsigned tender documents shall be summarily rejected. Only complete offers received prior to the closing time and date of tender will be considered as valid.

**26. MbPA'S RIGHT TO ACCEPT OR REJECT ANY TENDER:**

The MbPA reserves the right to reject or accept any or all offers without assigning any reason.

**27. Make in India:**

**Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 and its amendments from time to time.**

**1. Introduction**

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhance income and employment. The said order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017 and purchase preference based on local content (PPLC) shall be applicable for all the procurements and works related bids/tenders in case of Class I local suppliers only.

**Definitions-**

• **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under MII Order dated 04.06.2020. •

**'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under MII Order dated 04.06.2020.

• **'Non - Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order. •

**'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



## **2. Purchase preference based on local content (PPLC)**

PPLC shall be applicable for all the procurements and works related bids/tenders in case of Class I local supplier only. Class II local supplier are eligible to participate in the tender but no purchase preference will be given. Only Class I local supplier and Class II local supplier shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued.

## **3. MARGIN OF PURCHASE PREFERENCE:**

The margin of purchase preference shall be 20%.

## **4. PROCEDURE FOR AWARD OF CONTRACTS:**

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

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

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

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

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 bid is from 'Class-I local supplier', the contract will be awarded to the L1 bidder.

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

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

## **5. EXEMPTION OF SMALL PURCHASES:**

Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Make in Order, 2017.

## **6. ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT:**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.

(c) For the purpose of MII Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

## **7. VERIFICATION OF LOCAL CONTENT:**

a. Where the total quoted value is less than INR 10 Crore:

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. Where the total quoted value is INR 10 Crore or above:

The 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

## **8. ORDER OF PRECEDENCE:**

(a) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:

1. MSE bidder (PPP-2012) 2. PP-LC compliant bidder (PP-LC)

(b) The bidder claiming the PP-LC benefit shall be required to furnish an undertaking from the authorised signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC (local content) requirement and such undertaking shall become a part of the contract.

## **9. PENAL PROVISION FOR FALSE DECLARATION:**

(a) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(b) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the MII order.

**10) i) As per Ministry of Ports, Shipping and Waterways letter no No. SY-13017/4/2017-SBR, part 3 dated 17 th September 2021, the following items in shipbuilding are notified as items where there is sufficient local capacity and competition in shipbuilding and where public procurement is to be carried out only from class-I local suppliers, irrespective of purchase value:**

- a. Rubber/Steel Fenders
- b. Cable Installation Material (Cable Rack/Saddle/Hanger/Tray etc)
- c. Grating, Chequered Plates
- d. Hand Tools
- e. Cable Ties/Cable hangers
- f. Galvanised Sheet

The list of probable class-I suppliers of above items is annexed in the said order and it is mentioned that the list is only indicative in nature.

ii) As per Ministry of Ports, Shipping and Waterways another notification No. SY-13017/4/2017-SBR, part 3 dated 17 th September 2021, the following items are notified as shipbuilding items being manufactured / assembled in India under licence from / collaboration with a foreign manufacturer with clear phasing of increase in local content:

- a. Valves
- b. Engines
- c. Diesel generators
- d. Engine Auxiliaries such as service tanks & piping
- e. Switch Gears
- f. Gas Turbine Assembly, Testing
- g. Sewage Treatment Plant
- h. Oily Water Separator

The suppliers of these items are exempted from meeting the stipulated Local Content

## **28. STARTUP POLICY and MSE Clauses**

### **Policy Circular No. GSR 180(E) dated 17th February 2016 for STARTUPS and amendments issued from time to time.**

#### **1. Introduction:**

The Government of India has announced 'Startup India' initiative for creating a conducive environment for startups in India. To bring uniformity in the identified enterprises, an entity shall be considered as a 'startup' (as per Ministry of Commerce and Industry (Department for promotion of Industry and Internal Trade) notification dated 19th February 2019

- i. Upto a period of ten years from the date of incorporation/ registration
- ii. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees.
- iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

**Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'.**

For all MbPA Tenders the Startup Entity certificate of an eligible business from the InterMinisterial Board (IMB) of Certification DIPP (Department of Industrial Policy and Promotion) shall be verified.

**2. As per Ministry of Finance Department of Expenditure Procurement Policy Division** Amendment to the Rule 170(i) of GFR 2017 dated 25th July 2017 and as per Office Memorandum dated 25.7.2017 issued by DPIIT, startups as recognized by DPIIT are exempted from paying EMD.

For all MbPA tenders, the Startups to be given tender documents free of cost and exempted from paying EMD.

**3. As per the Office Memorandum dated 25th July 2016**, issued by Ministry of Finance, Department of Expenditure, Procurement Policy Division, it is further clarified that all Central Ministries / Departments may relax condition of prior turnover and prior experience in public procurement to all Startups (whether MSEs or otherwise) subject to meeting of quality and technical specifications.

For all MbPA tenders, no prior turnover and prior experience to be asked from the Startups.

#### **4. PERCENTAGE OF PROCUREMENT TO BE AWARDED TO THE STARTUP ENTITY :**

For all MbPA tenders-

(a) Procurements which are divisible in nature, at least 10% of the procurement quantity to be awarded to Startup meeting the quality and technical specifications, provided the Startup agrees to match the L1 rate.

(b) Procurements which are not divisible in nature, the tendering department to allot 100% procurement to the startup entity meeting the quality and technical specifications, provided the Startup agrees to match the L1 rate.

#### **5. EXEMPTION:**

There may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.), MbPA may not relax the criteria of prior experience and prior turnover.

### **Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 in accordance with MSME Development Act 2006 and its amendment from time to time.**

#### **1. Eligibility for availing the benefits under the Public Procurement Policy:**

MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

#### **2. Benefits /facilities available to the MSEs under the policy-**

MSEs will be facilitated by providing them tender sets free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring in transparency in tendering process. However, exemption from paying of Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process.

For all the MbPA procurement related tenders/ bids in respect of supply of goods and services-

(a) tender sets to be given free of cost and shall be exempted from payment of EMD.

(b) relaxation of 10% on prior experience and prior turnover shall be granted to the eligible MSEs.

### **3 Price matching facility for procurement from MSEs over large scale:**

(a) In all Mb.P.A. tenders concerning supply of goods and services, the participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

(b) MSEs quoting a price within the band L1+15% be given complete supply to tender in case tender item cannot be split /divided:

In all Mb.P.A. tenders pertaining to the supply of goods and services, if the item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

### **4. Applicability of this policy for works/ trading activities:**

Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.

**5. The benefits of PPP should be given to all eligible MSEs irrespective of relevance of product Category and as per SI. No. 29 of FAQ dated 25.3.2022.**

### **6. The MSEs owned by SC/ST enterprises:**

The definition of MSEs owned by SC/ ST is as given under:

(a) In case of proprietary MSE, proprietor(s) shall be SC /ST.

(b) In case of partnership MSE, the SC / ST partners shall be holding at least 51% shares in the unit.

(c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

### **7. Reservation for MSEs owned by SC/ST/ Women entrepreneurs:**

Out of 25% target of annual procurement from MSEs (Not in the specific tender) a sub-target of 4% (within the 25%) of annual procurement from MSEs is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) of annual procurement from MSEs is earmarked for procurement from MSEs owned by women entrepreneurs. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for Procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will also be met from other MSEs.

### **8. Subcontract given to MSEs**

If subcontract is given to MSEs, it will be considered as procurement from MSEs.

### **9. Joint Ventures cannot take the benefits of the Public Procurement Policy for MSEs Order, 2012**

Under Udyam Registration (and earlier under UAM), there is no provision of registration of Joint Ventures. The benefits of the Public Procurement Policy for MSEs Order, 2012 can be availed by those MSEs which are registered on the Udyam Registration portal.

### **10. Consortiums with Foreign Company cannot take the benefits of the Public Procurement Policy for MSEs Order, 2012**

Under Udyam Registration (and earlier under UAM), there is no provision of registration of Consortium. The benefits of the Public Procurement Policy for MSEs Order, 2012 can be availed by those MSEs which are registered on the Udyam Registration portal.

Note: This work is not divisible.

## 29. Registration of Bidders from Neighbouring countries.

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule **144 (xi)** in GFRs 2017. In this regard, the following is hereby ordered under Rule **144 (xi)** on the grounds stated therein:

### Requirement of registration

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in **Annex I**.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**SECTION -III**  
**TENDER NO. DC- MRC- NB- 04/2024**  
**SCOPE OF WORK AND SPECIFICATIONS**

**30. SCOPE OF WORK:**

The contract involves repairs and maintenance of Navigational buoys (steel 14 Nos & polyethylene 20 Nos), Beacons, Leading and Signal lights at locations offshore as well as work site onshore. The work includes lifting of buoys and putting them on service craft; unshackling of a buoy from its mooring; replacement of a buoy; salvaging of a sunk/ drifted buoy; sand blasting of steel buoys including painting (successful contractor is expected to undertake complete work of maintenance and repairs to the buoys to IALA Code requirement); transportation of buoys including sinkers and chains ashore; replacement of buoys with TLMB (Temporary Lighted Marker Buoy to be supplied by the contractor); servicing / replacement of electrical / electronic parts ( lights, solar panel batteries, electronic sub system etc.) Repair/ replacement of Beacons, Leading and Signal lighting system. Repair and painting of light structure every two years with epoxy primer and paint (two coats).

- a) Steel Buoys: Sand blasting to SA 2.5, cleaning, thickness gauging of hull/ skirt, hydraulic testing of buoyancy chambers, calibration of chains etc, inspection of lifting eyes, swivel, shackles etc, epoxy coating of chain etc, painting of buoy and structure to IALA code, repairs and / or replacement of hardware / electrical / electronic components, or any other related work decided by the Asst. Harbour Master.
- b) Polyethylene Buoy: Cleaning of sea growth, Inspection of hull and super structure including core incorporating lifting eyes and mooring connections, solar panel, lantern, batteries, switches or any monitoring system requiring servicing including repairs to any damaged components or / its replacement etc; epoxy coating of mooring chains after cleaning, gauging/ calibration or any other related work considered necessary from time to time.

The successful contractor is expected to own/arrange/create necessary infrastructure including manpower.

2 The broad general scope is stated in the clauses describing certain parameters to which the tenderer shall work; but the fact that everything may not be fully specified/mentioned and there may be errors and omissions in the scope of work, shall not relieve the contractor (successful tenderer) from his obligation to execute the work completely in all respects. Everything necessary to lay these buoys at designated places shall be carried out within specified period mentioned in the respective work orders issued from time to time.

3 The workmanship throughout shall be of the highest class and as per IALA requirement.

4 Tenderer shall have the facility, tools, tackles, work barge, launch, floating crane etc. to carry out the contract work. No vessel related charges will be levied during the contract period.

5 The contractor shall arrange for Dock Entry Permits/Stream Pass as per MbPA Rules and Regulations for their staff who shall be deployed for the subject work and to facilitate their movement through Docks and harbour. This department shall only recommend for issuance of these permits /passes.

6. The contractor shall take Workman Compensation Insurance Policy for his employees who shall be deployed for the subject work covering the entire period of work.

7 The vessels e.g. floating cranes, launches etc. Including tools tackles such as rope, slings, shackles and protective materials such as hand gloves, eye wears, helmets and all consumables such as paints, fuel, shall be arranged by the contractor at his cost. The entire operation shall be arranged by the contractor within the quoted price.

8 The contractor shall workout complete programme/ modalities etc. including transportation of men and materials for carrying out repairs/maintenance including laying the buoys in the channel in consultation with Asstt. Harbour Master.

9 It is the responsibility of the contractor for the safety of his personnel's and MbPA property for which he shall arrange to take insurance covering the risk during the entire period of contract. The contractor will have to comply all government laws, regulations etc. The rates quoted in the bill of quantity not to include this cost of insurance policy.

MbPA will not be responsible for any lapses. MbPA will provide open space not more than 300 sq. Feet within the dock premises free of cost. The contractor should indemnify MbPA from any liability, loss, theft, etc. during the contract period.

10 Tenderers may visit the site and ascertain for themselves with the work to be carried out and the local condition, etc. For this, they may contact Capt. Sandesh Kumar , Asstt. Harbour Master, (Ph. No. 022-66564024)

### **Disclaimer:**

The Bidders are encouraged to submit their respective Bids after at their own cost and ascertaining for themselves the applicable laws, applicable permits and regulations, and any other matter considered relevant by them.

It will be deemed that by submitting a Bid, the Bidder has:

- (i) made a complete and careful examination of the tender documents;
- (ii) received all relevant information requested from Mumbai Port Authority;
- (iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of Mumbai Port Authority relating to any of the matters referred to in the tender document;
- (iv) satisfied itself about all matters, things and information with the tender documents and performance of all of its obligations there under;
- (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any of the matters referred to hereinabove will not be a basis for any claim for compensation, liquidated damages, extension of time for performance of its obligations, loss of profits etc. from Mumbai Port Authority, or a ground for termination of the Contract; and
- (vi) agreed to be bound by the undertakings provided by it under and in terms hereof. Mumbai Port Authority will not be liable for any omission, mistake or error on the part of the Bidder in respect of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process.

## TENDER NO. DC- MRC- NB- 04/2024

### IV. GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1 Definitions

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

- a) **"Employer"** means Board of Trustees of Port of Mumbai, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Deputy Conservator or any other officers so nominated by the Board.
- b) **"Bidder/Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) **"Contract"** means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) **"Contract Price"** means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- f) **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the bidder under the contract.
- g) The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- h) **"Approved" or "Approval"** shall mean approval in writing.
- i) "Month" shall mean English Calendar Month.
- j) **"Representative" shall mean any officer / Engineer authorized by Dy. Conservator for purpose of this contract.**
- k) "SOT": Schedule of Tender

#### 2. COMMENCEMENT OF CONTRACT

The successful operator shall commence the job within 30 days from the date of ISSUE OF WORK ORDER.

#### 3. CONTRACT PERIOD

The Contract period is for 5 years (Five years) from the date of COMMENCEMENT OF CONTRACT.



#### **4. CONTRACTOR TO INFORM HIMSELF FULLY:**

The contractor shall be deemed to have thoroughly examined the terms and conditions of contract, specifications, schedules, drawings, etc. and understood the entire scope of work.

#### **5. CONTRACT WORK AND CONTRACT PRICE:**

5.1 The successful tenderer to whom this work is awarded hereinafter referred to as the contractor shall abide by all the terms and conditions of contract. The supplies/works/ services to be provided (hereinafter referred to as "the contract/supplies/works/ services") and the price for the same (hereinafter called "the contract price") shall include the supplies/works/services to be provided as described in the specifications, schedules, drawings, etc. annexed hereto.

5.2 Except where otherwise expressly provided, the contractor shall provide/ arrange for all materials, labour and things necessary to execute the contract as per terms and conditions of the contract work.

#### **6. ASSIGNMENT AND SUB-LETTING OF CONTRACT AND PARTNERSHIP:**

The contractor shall not, without the consent in writing of the Board sublet the contract or any part thereof, the contractor/s shall not assign their right and interest in any persons or admit a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission of the Board.

#### **7. EXECUTION:**

The contractor/contractors shall in consideration of the payment to be made to him/them as hereinafter provided, execute the contract work in the manner and upon the terms and conditions set forth in the specifications and in the manner and in accordance with the schedules, at the respective rates entered in the Price Schedule and in accordance with such other instructions as may pursuant to the provisions hereinafter contained from time to time be pointed out, furnished and given to him/them by the Engineer and subject to the terms and conditions.

#### **8. POWER TO VARY OR OMIT WORK:**

8.1 No alterations, amendments, omissions, additions, suspensions, or variations (hereinafter referred to as "Variations") to the contract supply/work/services as shown by the contract specifications etc. shall be made by the contractor except as directed in writing. The Deputy Conservator shall however have full powers subject to the provisions hereinafter contained from time to time during the execution of the contract, by notice in writing to instruct the contractor to make such variations without prejudice to the contract and the contractor shall carry out such variations and be bound by the same terms and conditions as far as applicable though the said variations occurred in the specifications.

#### **8. 2 ADDITIONS AND ALTERATIONS:**

The Deputy Conservator shall have the power and authority from time to time and all times to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and efficient supply/work/ services according to the terms, conditions and specifications and the contractor shall receive

and execute, obey and be bound by the same according to the true intent and meaning thereof as fully and effectively as though the same has been mentioned or referred to in the specifications.

## **9. CONDUCT:**

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.

## **10 CONTRACT AGREEMENT:**

The successful Bidder will be required to execute an agreement at his expense on Five Hundred Rupees (Rs.500/-) Non-Judiciary Stamp Paper in the proper departmental format (Form 1) for the due and proper fulfilment of the contract within 30 days from the date of issue of Work Order.

## **11. Dispute Resolution:**

In event of any dispute/differences relating to interpretation and application of the provisions of the agreement such dispute of difference shall be resolved amicably by mutual consultation between the **Parties**. If such resolutions are unresolved, disputes and differences shall be resolved through Conciliation Committee constituted by Indian Port Association. In the event of difference remains unresolved, then it may be referred to Adjudicatory Board constituted under Major Port Authorities Act, 2021.

## **12. FORCE MAJEURE:**

- (A) In this clause, 'Force majeure' means an exceptional event or circumstances:
- i) In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made during this period. No penalty will be levied during Force Majeure condition.
  - ii) Force Majeure event shall mean any events or circumstances or a combination of events and circumstances set out hereunder, which materially and adversely affect the contractor or the MbPA claiming Force Majeure ("Affected Party") from performing its obligations in whole or in part under this contract and which is / are beyond the reasonable control of the Affected Party and which the Affected Party could not have prevented by the exercise of reasonable skill and care and which (or the consequence of which) materially and adversely affects the performance by the Affected Party, its obligations under this contract in whole or part:
    - a) acts of God or events, such as storm, cyclone, hurricane, flood, land slide, volcanic

eruption or fire (to the extent originating from a source external to the project) affecting the operation of the facilities and services.

- b) War, hostilities (whether war to be declared or not), invasion, act of foreign enemies
  - c) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war,
  - d) Epidemic, famine,
  - e) Munitions of war, explosive materials, ionizing radiations or contaminations by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiations or radio-activity or nuclear component thereof.
  - f) Pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speeds.
  - g) Riot, commotion, disorder, strike or lockout by persons other than contractor's personnel and other employees of the contractor and sub-contractors, and arising from the conduct of the works.
- iii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within reasonable time the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- iv) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
- v) **The Decision of the Dy. Conservator MbPA. shall be final and binding in this regard.**

(B) **EXCLUSIONS**

The Force Majeure Event will not include:

- (a) delay in the performance of the Contractor or its agents other than due to any Force Majeure Event;
- (b) non-performance resulting from normal wear and tear typically experienced while providing services of nature under the Contract;
- (c) any default or failure by the Contractor with the agent of the Contractor and/or any third party in any agreement entered into by the Contractor with them;
- (d) any delay by the Contractor in any agreement entered into by it with agent of the Contractor and/or any third party, unless such delay is caused by a Force Majeure Event;
- (e) unavailability, late delivery of equipment or materials from suppliers, sub-suppliers, other vendors, labours (other than late deliveries that are themselves the result of Force Majeure Event), or changes in cost of the plant, machinery, equipment or materials;
- (f) strikes, collective bargaining agreements of the Contractor resulting in a delay or stoppage of the provision of supplies and labour disputes of any kinds;
- (g) economic hardship including any insufficiency of finances or funds or this Contract becoming onerous to perform for the Contractor;

- (h) effect of market conditions on the price or demand of ships or vessels;
- (i) malfunctioning, breakdown, destruction or non-availability of any material or tools employed by or on behalf of the Contractor unless, such is caused by a Force Majeure Event;
- (j) increased costs of materials and labour; or
- (k) non-performance caused by, or connected with, the affected party's:
  - (i) negligent or intentional acts, errors or omissions;
  - (ii) failure to comply with Applicable Law; or
- (d) breach of, or default under this Contract.

### **13. Manager**

The contractor shall provide a Manager locally who will be responsible for all the operations, necessary communications with office and documentations with the decision making capabilities. Contractor shall have established a liaison office in Mumbai / Navi Mumbai for purpose of co-ordination.

### **14. DAMAGES AND FORFEITURE OF SECURITY DEPOSIT:**

In case of failure on the part of the contractor/contractors at any time during the continuance of this contract to comply with any of the conditions herein contained or in case of any breach of the contract or if the Board determine the contract under the relevant Clause, the contractor/contractors shall be liable to make good to the Board, the difference if any between the costs of supply/works/services to be provided by themselves or through other contractor/contractors as aforesaid and the cost mentioned hereunder and all other charges and expenses as shall or may become due and payable to such contractor/contractors, the Board shall be entitled to forfeit the amount equivalent to 10 % value of the contract, deposited by the contractor / contractors with the Board towards security deposit under relevant clause of conditions of contract to assess the loss, damages which they suffered by reason of such failure or breach and to appropriate the said deposit towards loss or damages, without recourse to Court of Law. In addition the Board shall be entitled to recover from any other monies, deposits by the contractor lying with Board for any other purpose or by any other means, without recourse to Court of Law.

### **15. LIQUIDATION AND RE-ENTRY:**

In the event of the contractor / contractors going into liquidation or passing an effective resolution for winding up or upon the contractor/contractors making an arrangement with or assigning in favour of his/their creditors or upon his/their otherwise assigning this contract or upon execution being levied on the contractor/contractors supply/works/ services or upon the Deputy Conservator certifying under his hand that in his opinion the contractor/contractors has/have:-

Abandoned the contract

OR

Suspended the supply/work/service/s to be provided for seven days after

receiving from the Deputy Conservator, written notice to proceed,

OR

Failed to provide the supplies/works/services for seven days after receiving from the Deputy Conservator written notice.

OR

Failed to substitute the supplies/works/services to provide service/s as per specification for one week;

OR

Failed to submit any supplies/works/services to proper test for three days after receiving written notice from Deputy Conservator requiring the same.

OR

Failed to give the Engineer proper facilities for inspecting the supplies/works/services from time to time for three days after receiving from the Deputy Conservator, written notice demanding the same,

OR

Failed to complete all or any part of the supplies/works/services to be provided as per the requirement/s for completion.

the Board may expel the contractor/contractors there from and may themselves use the materials and plant upon the premises for the completion of the work and/or employ any other contractor/contractors complete or may themselves complete the supplies/works/services, upon such entry the contract shall be determined save the rights and powers conferred upon the Board and the Deputy Conservator hereby. The Engineer's certificate under this clause shall be conclusive proof as between the contractor/contractors and Board.

## **16. LICENCES, PERMITS AND NOTICE TO STATUTORY BODIES:**

The contractor/contractors shall obtain all permissions, approvals, requisite licenses from all authorities like MMB/MMD, local etc. including the MBPA for any purposes whatsoever and pay all fees, taxes, duties, and charges which may be leviable on account of his/their own operations in executing the contract. He/They shall make good any damage to adjoining property whether public or private and supply and maintain any flags, horns, sirens, light etc. in whatever manner required in day or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. The contractor/s shall be allowed to use of such grounds/harbour walls/berths/landing steps etc. as is available on the site as in the opinion of the Deputy Conservator may be absolutely necessary and on the completion of the contract work or termination of this contract he/they shall vacate the premises and remove all material/launches.

## **17. INDEMNITY:**

17.1 Notwithstanding that all reasonable and proper precautions may have been taken by the contractor/contractors at all times during the progress of the supply / work / service to be supplied / executed / provided, the contractor / contractors shall nevertheless be wholly responsible for all damages, whether to the supplies/works/services themselves or to any other Personnel of the Board or the property of the Board or to the lives of persons or property of others during the progress of the works/services.

17.2 The contractor shall indemnify the Board in the event of the Board being held liable

to pay compensations for injury to any of the contractor's servants or workmen under the Workmen's Compensation Act,1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and furnish the same to the Deputy Conservator whenever so required.

17.3 The contractor shall comply with the provisions regarding the employment of young persons covered by the Employment of Children's Act, 1938 as amended from time to time as well as the provisions of the Factories Act, 1948, as amended from time to time and provisions of the payment of Wages Act, as amended from time to time, take precautions as per the International Labour Organisation (ILO) convention No.62 or any other convention thereafter, so far as applicable to the contract, the Contract Labour (Regulation and Abolition) Act,1970 as amended from time to time, if applicable, the Minimum Wages Act as amended from time to time, the

Dock Workers (Safety, Health & Welfare) Act,1986 as amended from time to time and Rules and Regulations framed there under, all MBPA rules/regulations/bye laws so far as applicable and all other relevant Acts, Laws etc.

17.4 The contractor shall indemnify and save harmless the Board against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the contractor or his sub-contractors on the work including the Board's employees, if any, working under the contractor's supervision.

17.5 In the event of any claim being made or action brought against the Board including the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the contractor shall be promptly notified and he shall with the assistance if he so requires of the Board/Engineer but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise therefrom. In such case the Board shall at the expense of the contractor afford all available assistance for any such purpose.

## **18. QUANTITIES IN THE SCHEDULE ETC.:**

The quantities given in the schedule are approximate and are provided for the purpose of guiding the contractor. The Deputy Conservator may at his sole discretion indent for less quantity or may not indent for any of the supplies/works/services if it is not required by the Board without being liable to make any compensation to the contractors.

## **19. FAILURE TO SUPPLY THE GOODS/EXECUTE THE WORK/PROVIDE THE SERVICE:**

In case the contractor shall fail to provide the supplies/works/services as herein provided or in case he/they shall fail to replace supplies/works/services that may be rejected as herein provided with approval and available supplies/works/services (accepted by the Deputy Conservator ) from the time of such rejection, the Deputy Conservator shall be at liberty forthwith to procure the supplies/works/services from other sources and the cost thereof and all expenses thereby incurred shall be charged to and recovered from the contractor/s.

## **20 RISK PENDING COMPLETION:**

20.1 All the contract supplies/works/services to be provided under the contract shall stand at the risk of the contractor who shall be responsible for and make good at his own cost all losses or damage/s caused by or due to fire, Weather or any other cause whatsoever and the contractor shall supply the goods/execute the work/provide the service complete in every respect throughout the tenure of the contract till the completion, termination, determination etc. of the contract.

20.2 Until the supplies / works / services shall be deemed to be supplied / executed / provided hereunder, the contractor shall also be liable for and shall indemnify the Board in respect of all injury to any person or damage to any property of the Board or of other occasioned by the negligence or default of the contractor/s or his/their employees, or sub-contractors or of the Board's employees, if any, working under the contractor's supervision by defective supply/work/service non-compliance by the contractor with the terms of this contract.

## **21. ACCESS TO SITE:**

In the execution of the services to be provided, no persons other than the contractor or his duly appointed representatives and workmen shall be allowed to provide the supplies/works/ services at site except by the special permission in writing of the Engineer.

## **22. STORAGE OF ALL MATERIALS:**

The Deputy Conservator shall indicate the storage facilities at site, for all materials used by the contractor under the contract but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may occur during the storage of supplies/works/services provided under this contract.

## **23. SPECIFICATIONS AND SCHEDULES:**

The specifications and schedules are to be considered as explanatory to each other and should anything appear in the one that is not described in the other, no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies however appear or should any misunderstanding arise as to the meaning and import of these specifications or the quality/requirement of the supplies/works/services due to proper execution of the supply/work/service under this contract or as extras thereupon the same shall be explained by the Deputy Conservator whose explanation shall be final and binding upon the contractor/contractors who shall supply the goods/execute the work/provide the service according to such explanation and also to liaise with the inspecting agency at the site and points of transportation and without extra charge or deduction to or from the price specification in schedule and shall also supply all such goods/execute the work/provide the services as may be necessary for the proper execution of supply/work/services as implied by the specifications even though such supplies/works/services and things are not specifically mentioned and described therein.

## **24. CONTRACTOR'S REPRESENTATIVE AND NOTICES:**

The contractor shall employ at least one qualified, experienced and competent representative whose name or names shall be communicated in writing to the Deputy Conservator by the contractor to supervise the supplies/works/services to be supplied/executed/provided under the contract and also to liaise with the Engineer at site. The said representative shall be present at site during working hours and any written orders or instructions which the Deputy Conservator and/or the Engineer may give to the said representative of the contractor shall be deemed to have been given to the contractor, the said representative or representatives shall arrive at site on a date to be arranged by the Deputy Conservator.

## **25. EMPLOYMENT OF LABOUR:**

The contractor shall comply with the following conditions while deploying of casual labours on the contracts awarded to them by MBPA and submit the required documents in support thereof.

- a. Registration with Employees Provident Fund (EPF), Organisation intimation of P.F. Registration code No.
- b. Registration with Employees State Insurance Corporation and submission of ESI code No and updating the contribution towards the ESIC,
- c. Workmen Compensation Policy shall be invariably taken irrespective of labour strength,
- d. Labour License shall be obtained if the deployed man power is more than 19,
- e. All the workmen shall be paid as per Minimum Wages Act.
- f. Payment to the workers shall be made through Bank accounts only;
- g. All the workmen should be covered under Life Insurance under Pradhan Mantri Bima Scheme.

All the conditions mentioned above, shall be scrupulously followed failing which payment of bills will not be recommended. Dock Entry permits will be issued to only those labourers who carry EPF/ESIC Id Cards.

25.2 The contractor/contractors shall employ such sufficient number of trust worthy, skilful and experienced assistants or Supervisors, Technicians, skilled and unskilled workers, Watchman, Syrang (qualified) Masters, Khalasi, Engine Driver/attendant etc. as may be necessary and shall at all times employ competent, qualified and experienced and skilled workmen in or about execution of the said service to be provided to the satisfaction of the Engineer. Any Supervisor / workman to whom the Engineer shall object to on the ground of bad behaviour, incompetence or negligence shall be removed by the contractor / contractors from the work within 24 hours after receipt of written order signed by the Engineer, shall not be again allowed on the work except with the written permission of the Engineer.

**25.3** The contractor/contractors shall also see that all the provisions set forth under the Minimum Wages Act as amended from time to time are fully complied with by him/them and shall maintain necessary registers and records for payment of wages, overtime, etc. made to his/their workmen as required.



### 25.3 FAIR WAGES CLAUSE:

(i) 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.

(ii) Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wages to the labourers directly engaged on the work including any labour engaged by the sub-Contractor in connection with the said works as if the labourers had been immediately employed by him.

(iii) 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.

(iv) 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.

- a) Rate of daily or monthly wages.
- b) Nature of work on which employed.
- c) Total number of days worked during each wage period.
- d) Total amount payable for the work during each wage period.
- e) All deductions made from the wages with all indications in each case of the ground for which the deductions are made.
- f) Wages actually paid for each wage period. A wage slip for each worker employed on the work.

Provided that the *Representative* 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.

(v) 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.

(vi) 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 *Representative*, MBPA or any other person authorised by him or on his behalf.

(vii) The *Representative*, MBPA or any other person authorised by the Deputy Conservator 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.

(viii) The *Representative* 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.

(ix) 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 Executing *Representative* 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 contractor's bills will not be processed / passed/ in case of non-compliance of these provisions in the contract

**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/barges 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 Deputy Conservator, Mumbai Port Authority.

#### **25.7 Powers of the Deputy Conservator to make investigation/enquires:**

The Deputy Conservator or any other person authorised by him on his behalf shall have power to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

**25.8** The Deputy Conservator 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 by 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.

#### **25.9 Representation of parties:**

a ) A worker shall be entitled to be represented in any investigation or enquiry under this clause by –

An Officer of registered Trade Unions of which he is a member.

Any Officer of Federation of Trade Union to the Trade Union referred to in the previous sub-clause is affiliated.

Where the worker is not a member of any registered Trade Union, or of any approved

Trade Union, by an Officer of a registered Trade Union connected with industry in which the worker is employed.

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

c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry.

**25.10** For the supply of goods / execution of work / providing the services within dock area in the vicinity of any wharf or quay, the contractor/s shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare Scheme), 1961.

**25.11 PROTECTIVE PERSONAL GEAR SUCH AS HELMET, FACESHEILD, FOOT- WEAR, GLOVES, ETC.:**

The contractor/contractors shall, at his / their own expense, provide footwear, gloves and other safety gears for all labour employed for the work etc. and all other types of work involving the use of glass shields for welders, etc. to the satisfaction of the Engineer and on his/their failure to do so, the Board shall provide the same and recover the cost thereof from the contractor/contractors.

**25.12 SAFETY PROVISION:**

- I. The contractor should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to the Board either directly or indirectly.
- II. The contractor shall obtain written permission to carry out the hot jobs with full details of the work, date, duration of work etc. in MBPA premises.
- III. All the required safety gear and fire fighting accessories shall be made available by the contractor at the site for any emergency.
- IV. The hot jobs should be started only after the concerned supervisory staff of the MBPA is satisfied with the safety arrangements made at site, when this work is carried out in MBPA premises.

**25.13** The contractor shall supply to his workmen and staff cotton arm bands of approved quality and colour for wearing them on their arms while carrying out the work/services. These arm bands should be of distinctive type and serially numbered and the contractor shall maintain a register of issue of arm bands and names of workmen to whom these have been issued.

**25.14** The contractor shall make his own arrangements for the engagement of all labour, preferably local.

**25.15** The contractor shall make necessary arrangements for the Engineer to witness the payment made by the contractor to his labourers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Engineer.

**25.16** Supply of water : Supply of fresh water shall be made available free of cost.

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

**25.18** Disorderly conduct, etc. : The contractor shall at all time take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or among his employees, officers, or agents and for the preservation of peace and protection of person and property in the neighborhood.

**25.19** Accidents: The contractor shall, within twenty four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Engineer. The contractor shall also report such accidents to any other concerned constituted authorities.

## **26. TERMINATION OF CONTRACT, LIQUIDATED DAMAGES, ETC.:**

(i) In case of failure on the part of the contractor at any time during the continuance of this contract to comply with any of the conditions herein contained or in case of any breach whatsoever of any terms/conditions of this contract, the Deputy Conservator shall be at liberty absolutely to determine the same by giving to the contractors one calendar month's previous notice in writing of his intention to do so and in such case the contractors shall be responsible for and shall make good to the Port Authority all losses, costs and damages of every description which the Board may sustain in consequence of such failure, breach and/or determination of the contract.

Work completion time shall be indicated on work orders issued from time to time depending on the work requirement. Contractor shall be required to adhere the time line. In the event of the contractor's failing from whatsoever cause in supplying the goods/execution of work/ providing the service they shall be liable to pay to the Port Authority as liquidated damages (LD) @ 0.5 % of the work order value per week or part thereof on the delay on completion beyond the stipulated period from the date of receipt of work order subject to maximum of 1% of the work order value and the Board shall be entitled to deduct this LD as above if admissible as determined by the Engineer from the payment due to the contractors or from his/their deposit. The Deputy Conservator may terminate the contract, in case of two such defaults during the contract period. The Bank Guarantee will be forfeited. The decision of the Deputy Conservator shall be final and binding on the contractor.

(ii) The MbPA reserves the right to terminate the contract by giving 30 days' notice in writing by e-mail to the Contractor. The MbPA also reserves the right to terminate the Contract in the event of breach of applicable laws and/or terms and conditions of the Contract by the Contractor. Upon such termination, the MbPA will encash the performance bank guarantee submitted by the Contractor as and by way of damages for breach of contract by the Contractor.

iii) In the event the performance bank guarantee is not sufficient to compensate the MbPA after meeting other costs, then, the Contractor will compensate the MbPA of any such deficient amount within 15 (fifteen) days of the Termination. Such amount if not paid by the Contractor to the MbPA on Termination within time period as stated herein, the Contractor will be liable to pay default interest at the rate of 18% (eighteen percent) per annum, from such due date until the payment thereof.

## **27. PRICE OFFER & PRICE VARIATION CLAUSE:**

The bidder should make sure that their offer is firm and subject to escalation based on

the Consumer Price Index in the country. (as per clause no. 5 of NIT) The prices charged for the Services performed shall not be adjustable for initial 12 months. After initial period of 12 months, the price will be adjusted at the beginning of the 2nd Anniversary year and the subsequent Anniversary years with reference to a Consumer Price Index for Industrial Workers for India using the base index value as the value as on the date of award of contract. For the purposes of the above adjustment, the terms "Consumer Price Index for India" shall mean the consumer price index produced by the 'Labour Bureau, Government of India'. In computing the new rates for 2nd Anniversary year and subsequent Anniversary years, the formula to be used shall be as follows:

**(Applicable index value at applicable anniversary date ÷ index value on the date of award of contract) multiplied by applicable Monthly Service Fee on the date of award of contract.**

## **28. Corrupt or Fraudulent Practices**

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

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- (d) Submission of fraudulent documents will be treated as major violation of the tender procedure and in such cases the EMD/BG of the bidder shall be forfeited, apart from blacklisting the firm for the next 2 years.

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

## **29. MODE OF PAYMENT OF BILL:**

The contractor's bill shall be passed for payment only after satisfactory completion of work and auditing verification by the Financial Adviser & Chief Accounts Officer and subject to the Deputy Conservator's certificate that the contractor has complied with all other terms and conditions of the contract.

a) The monthly bill in complete shape i.e. with PF, ESI vouchers are to be submitted to the office of the Deputy Conservator.

b) The bill / Tax Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

c) GST will be paid as applicable.

d) PF/EPF, ESI Receipt and proof payment made to the crew/staff to be produced for release of payment.

e) Taxes such as income tax etc. as applicable will be deducted from the contractor's bill.

f) The applicable GST should be reimbursed alongwith the running bills separately. g) The payment will be made through E Payment only. The BIDDER are required to furnish photo copy of Cheque and the Bank information as per Annexure 5, along with the Tender for E Payment.

h) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

i) Any claim for interest will not be entertained by the MBPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the MBPA in making payment. Further No interest will be paid on Retention money of Performance Security amount.

j) No payments will be made in foreign currency under any circumstances

## **30. SUPERVISION:**

All the goods to be supplied/works to be executed/services to be provided shall be carried out under direction and to the satisfaction of the Engineer and the contractor shall be responsible for the efficient and prompt supply/work/services according to the specifications and schedules.

## **31 DEPUTY CONSERVATOR'S DECISION FINAL:**

The whole of the work under this contract shall be carried out under the direction of the Deputy Conservator and his decision upon all questions relating to the details of supply/work/services or the meaning of the Specifications, Schedule of Quantities and Rates and the methods of carrying out the work shall be final and any dispute arising under and 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/contractors 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.

### **32. COST OF AGREEMENT:**

34.1 All the costs, charges and expenses of drafting the contract agreement including stamp duty incurred in connection with this contract shall be paid by the contractor.

34.2 Costs, charges and expenses including the charges for drafting and/or approving the drafts and the stamp duty in connection with the contract as well as Bank Guarantee for services to be provided by the contractor or the materials brought by the contractor on the Port Trust premises to execute the contract shall be borne by the contractor.

### **33. INSURANCE:**

1.1 The contractor shall take out a composite and comprehensive insurance for covering the buoys and MbPA interest with an insurance company registered with Insurance Regulatory and Development Authority (IRDA) for full value against loss, damage or destruction by fire, lightning, earthquake, tidal wave, Explosion/implosion, Riot, Strike, Malicious Damage and Terrorism, Impact by any water borne vehicle, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Wave action of water, Subsidence damage, Earthquake Fire and Shock (including flood due to earthquake), Tsunami Frost, avalanche, ice etc.

The insurance shall be tripartite, Employer being the principal and beneficiary. The Employer shall issue an authorisation letter to the Insurance Company for settlement of Insurance claim in favour of the contractor. However, the contractor shall proceed with the repairs and / replacement of subject matter without waiting for the settlement of claim.

1.2 Third Party Liability Insurance.

The policy shall cover third party liability covering the loss / disablement of human life (person not belonging to the contractor) and also cover the risk of damages to other's (Third party property) materials/equipment/properties during such activities.

1.3 Workmen's Compensation Insurance.

The contractor shall be responsible for effecting adequate insurance under the Workmen's Compensation Act (new name is "The Employee's Compensation (Amendment) Act,2009" and any other insurance in accordance with the Indian Laws and regulations at his cost. Such policy has to be handed over to the Employer before commencement of work.

The contractor shall furnish to the employer with evidence of a copy of the insurance policies stated above. The contractors services shall include the filling and pursuance of all insurance claim and all the work incidental thereto till realisation of claims. The reinstatement of property shall not be delayed in any manner whatsoever by the contractor for delay in settlement of claim.

The employer will in no way be responsible for any damage caused to any vehicle / equipment and / or loss of life / injury of employee belonging to the contractor whilst deployed at the employer site of work. These would be the sole responsibility of the contractor.

The above insurance covers shall remain in full force upto scheduled acceptance of the subject matter as per contractual implementation schedule. The contractor shall be responsible to extend the insurance coverage for such extended period and produce the insurance policy /certificate issued by insurance company and confirming the payment of premium .

The provisions contained within this clause are not intended to and do not impair or in any manner limit the liabilities or obligation assumed by the contractor may be set forth more fully elsewhere in the contract.

### **34 . PERFORMANCE SECURITY**

19.1 Performance Security Deposit in the form of Performance Bank Guarantee to be submitted prior to commencement of work.

19.2 Performance Security should be 5 % of Total contract value as security for the due fulfilment of the contract within 14 working days from the date of award of contract in the form of Insurance Surety bonds, Account Payee Demand draft, fixed Deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank or online payment in an acceptable form safeguarding the employers interest in all respect. Bank Guarantee in the form annexed hereto from the Mumbai Branch of Nationalized/ Scheduled Bank, payable in Mumbai. Before executing the Performance Guarantee on Stamp Paper, the successful Tenderer shall submit draft of the same to MbPA for approval. The performance Bank Guarantee (PBG) should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period-----.

19.3 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

19.4 In the event of forfeiting the EMD/LD/SD and while imposing penalty GST as applicable shall be collected.

#### **(b) Refund of Performance security deposits:**

Upon the representative 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 Deputy Conservator and before the expiry of the period of maintenance, the AUTHORITY ees shall upon receipt of a written application, refund to the contractor, the said Performance Security (Security Deposit) of ten 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 Deputy Conservator & 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 Deputy Conservator '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.

**35. DOCK ENTRY PERMIT** Dock entry permits & stream pass to the crew & operational staff will be issued by MBPA.

- The bidder should also note that they should employ the staff of Indian Nationals only and comply with the provisions of Contract Labour Act and other relevant Rules.
- The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (MBPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- The Bidder or his staff shall not indulge in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
- In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and shall be replaced within 24 hrs.

### **36. POLLUTION DAMAGES**

The Contractor shall be liable for pollution damage and the cost of clean up, which has occurred due to the Contractor's and / or the Contractor's personnel by willful, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

### **37 EXPENDITURE DUE ON OPERATOR'S ACCOUNT:**

All operational costs including wages, (Minimum Wages Act or any other act,) ESI Act, allowances, insurance, (personnel, protection and indemnity) will be borne by the Service Provider.

## SECTION - VI - TENDERING FORMS

### FORM- I: LETTER OF APPLICATION

To,  
The Dy. Conservator  
Mumbai Port Authority  
Port Bhavan, 1st Floor  
S.V. Road, Mumbai – 400 001.

Date:

Sir,

#### TENDER NO. DC- MRC- NB- 04/2024

Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS

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

- vi. We have independently considered the amount/rate shown as Liquidated Damages as penalty for delay in completion of works and agree that the same represent a fair estimate of the damages likely to suffer by MbPA in the event of delay in overall completion of the Work.
- vii. We agree to abide by this Tender for the period as mentioned in the tender information from the date fixed for receiving the same and it shall remain binding upon us and may be extended at any time, if requested by MbPA, before the expiry of the validity period as given in this Tender.

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

Signed: *[insert signature of person]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## **FORM – 2: DECLARATION**

To:

**The Dy. Conservator  
Mumbai Port Authority  
Port Bhavan, 1st Floor  
S.V. Road, Mumbai – 400 001.**

Date:

### **TENDER NO. DC- MRC- NB- 04/2024**

#### **Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

1. I/We, M/s \_\_\_\_\_ have gone through the tendering document carefully and hereby confirm as under.
2. The document as described in Preparation and Submission of tenders as mentioned in the 'Instructions To Tenderers' have been uploaded and submitted without any defacement, addition, alteration or interpolation.
3. I/We have submitted our tender with Earnest Money Deposit lodged as described in 'Instructions To Tenderers'.
4. I/We have not indicated anywhere in the first cover the amount of our price offer. I/We hereby declare that we have not put any counter condition in the Price Proposal.
5. When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
6. We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
7. We also state that no changes have been made by us in the downloaded tendering documents and also understand that in the event of any discrepancies observed, the tendering document uploaded by MbPA is full and final for all legal/contractual obligations.
8. I/We hereby declare that, all information furnished by me/us with/in this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my my/our tender shall be summarily rejected without prejudice to the right of the Employer to take further action into the matter apart from forfeiture of EMD/BG, and blacklisting my/our firm for the next one years.
9. I/We have not made any payments or illegal gratification to any person/authority connected with the tender process so as to influence the tender process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
10. I/We hereby declare that I/We have not made any payment to any intermediaries (agents, etc.) in connection with the tender. If any such payments are made, I/We shall disclose the names of the intermediaries and the amount paid.

11. I/We hereby declare that I/We have not indulged in corrupt and fraudulent practices in respect of this tender.

12. I/We, hereby agree and undertake that the wages/allowances to our employees and contract workers engaged for the subject contract, shall be made through BANK ACCOUNT only and we shall ensure that the employees/contract workers have their valid bank account.

13. a) I/We hereby declare that we are registered with EPFO and ESIC with EPFO Registration Number as ..... and ESIC Registration Number as .....

b) I/We agree to get myself / ourselves registered with EPFO and ESIC before starting the execution.

14. I/We agree to comply with provision of the Employees' State Insurance Act, 1948 and Employees Provident Funds and Miscellaneous Provisions Act, 1952 and I/We should maintain the documents/records statutorily required under the Act. Casual/Contract labourer if any, engaged by me/us must possess valid Temporary Identity Certificate or Permanent Biometric Pehchaan Card issued by the Employees' State Insurance Corporation(ESIC) and submit the record before starting the execution of work to Engineer- In Charge.

15. I/We hereby declare that we have not been blacklisted by any Major Port and/or any PSU and/or any Govt. Organization Body from participating in Tenders.

Signed: *[insert signature of person]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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

To,

**The Board of Mumbai Port Authority**

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN  
MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

Dear Sir,

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

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

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

***[specimen signature]***

Yours faithfully,

Signed: *[insert signature of person]*

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 4: FORM OF TENDER**  
**FOR OUTSTATION FIRMS ONLY**

To:  
The Dy. Conservator  
Mumbai Port Authority  
Port Bhavan, 1st Floor  
S.V. Road, Mumbai – 400 001.

Date:

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF**  
**NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI**  
**HARBOUR FOR A PERIOD OF 5 YEARS**

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

Name : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Signed: *[insert signature of person]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

(\* Strike out whichever is not applicable.)

(Company seal)

\*\*\*\*\*

**FORM – 5 : GENERAL INFORMATION OF THE TENDERER**

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

The Tenderer shall fill in the following information and submit copies of relevant documents.

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



	c)	Telephone Number(s)	
	d)	FAX Number(s)	
	e)	E-mail Address(es)	
	f)	Name(s) of the contact person(s)	
7		Details of Income Tax, Excise Duty, GST	
	a)	Permanent Income Tax Account No. (PAN)	
	b)	GST Registration No.	
	c)	Central Excise Registration No. (if applicable)	
	d)	Professional Tax Registration No. (if applicable)	

e) EPFO Registration number: \_\_\_\_\_

f) ESIC Registration number: \_\_\_\_\_

1. The details of equipments and machinery / instruments available with me/us:

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

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

Sl. No.	Name in full	Designation	Qualification	Experience

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

Signed: *[insert signature of person]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 6 : PRE-QUALIFICATION INFORMATION OF TENDERERS**

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI  
HARBOUR FOR A PERIOD OF 5 YEARS**

Tenderers shall provide the following information to demonstrate that they meet the qualifying requirements for short-listing. Each tenderer must fill the information in this format only. If required, the tenderer may use separate sheet to provide complete information.

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

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

Audited Annual Reports / Profit and Loss Accounts or a turnover statement duly certified by the Chartered Accountant for the preceding three years in this regard shall be submitted by the tenderer along with the Techno-commercial offer. In case of the last financial year, if the Annual Reports / Profit and Loss Accounts or a turnover statement are not audited then the provisional certificate only for the last financial year will be acceptable. All such documents shall be CA attested along with his **UDIN** ( Unique Document Identification Number) Income Tax return of the last three years.

The supporting documents submitted shall be duly notarized.

1. The particulars of the successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited:

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

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

The supporting documents submitted shall be duly notarized.

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

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

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

Signed: *[insert signature of person]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORM – 8 : ECS / RTGS / NEFT TRANSACTION PARTICULARS**

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI  
HARBOUR FOR A PERIOD OF 5 YEARS**

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

Signed: *[insert signature of person]*

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**INTEGRITY PACT BETWEEN  
MUMBAI PORT AUTHORITY (MBPA) hereinafter referred to as  
"The Principal"**

**AND**

(Name of The bidders and consortium members).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/concession for TENDER NO. DC- MRC- NB- 04/2024. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders(s) and / or Contractor(s). In Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles 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 execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under relevant Anti-Corruption Laws of India, or if there be a

substantive suspicion in this regard, the Principal will inform its Vigilance Office and in

addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

## **Section 2 - Commitments of the Bidder / Contractor**

**(1)** The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor will not enter with other Bidders into 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/Contractor will not commit any offence, under the Anticorruption Laws of India ; further the Bidder/Contractor 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 will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

e. The Bidder /Contractor will, when presenting his bid, disclose any and all payment she has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

**(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 or exclusion from future contracts**

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such a stop this reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder / Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the

Bidder / Contractor from the tender process, terminate the contract if already awarded and also, to exclude the

Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by these verification of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6months and maximum of 3 years.

**Note:** A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder / Contractor can prove that, he has restored / recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section-4 Compensation for Damages**

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages or debar from future tenders.

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 equivalent to 10 % of the contract value, or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder / Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

#### **Section-5 Previous transgression**

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

2. If the Bidder makes incorrect statement on this subject, he can be declared disqualified from the tender process for action can be taken as per procedure mentioned in guidelines on banning of business dealing.

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



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

### **Section-7 Criminal charges against violating Bidders / Contractors / Sub - contractors**

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 Chief Vigilance officer.

### **Section-8 Independent External Monitor**

1. The principle appoints competent and creditable 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 instruction, by the representative of the parties and performs his function 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 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 meeting, among the parties related to the project, provided such meeting cloud have an impact, on the contractual relations between the Principal & Contractor. The parties offered to the Monitor the option to participate in such meeting.

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 Anti-Corruption Laws of India, 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 signed it. It expires 12months after the last payment under the contract Agreement is made.

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

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

**Section-10 Other Provisions**

\* 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.

-----  
R/h  
(Capt. Bhabatosh Chand.)  
Deputy Conservator  
(For & on behalf the Principal)  
Office Seal

-----  
(For the Bidder / Contractor)  
Office Seal

Place: Mumbai      Date: \_\_\_\_\_

Place:                      Date: \_\_\_\_\_



Witness- 1 : (For Principal)  
( Capt. J. P. TIWARI )  
Asst. Harbour Master / Acp.  
Name & Address-----  
-----

Witness- 2:(For Bidder/Contractor)  
Name & Address-----  
-----

**Form – 10:**

**LOCAL CONTENT DECLARATION**

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

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

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

We hereby certify that the vessel / items offered by us meet the local content requirement for the supply of the vessel.

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

Signed: *[insert signature of person]*

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

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

Duly authorized to sign the Tender for and on behalf of:

*[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Form – 11:**

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

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI  
HARBOUR FOR A PERIOD OF 5 YEARS**

We, M/s. \_\_\_\_\_ hereby declare that, we have read carefully O. M. Dated 30.07.2020 & O.M. dated 23.07.2021 regarding restrictions on procurement from a bidder of a country which shares a land border with India and sub-contracting to contractors from such countries.

We, M/s. \_\_\_\_\_ - certify that We are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Signed: [insert signature of person]

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

Name: [insert complete name of person signing]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

# **ANNEXURE-I**

## **SPECIMEN FORMAT FOR BANK GUARANTEE FOR EMD**

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

\_\_\_\_\_

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** The Board of Mumbai Port Authority,  
S.V. Marg, Ballard Estate, Mumbai – 400 001.

**Date:**   /  /  

### **TENDER NO. DC- MRC- NB- 04/2024**

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

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

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

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

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

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

\_\_\_\_\_

*[signature(s)]*

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

**ANNEXURE-II**

**SPECIMEN AUTHORISATION LETTER FROM BANK FOR BANK  
GUARANTEE**

**(On the Bank letterhead) (Strike out which are not applicable)**

To,  
The Board of Mumbai Port Authority.

Ref: TENDER NO. DC- MRC- NB- 04/2024

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS,  
BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5  
YEARS**

Dear Sir,  
Sub: Our Bank Guarantee No.

\_\_\_\_\_

dtd.

\_\_\_\_\_

For  
Rs. \_\_\_\_\_ favouring yourselves issued on a/c \_\_\_\_\_ of M/s.

\_\_\_\_\_

(Name of contractor)

We confirm having issued the above mentioned guarantee favouring yourselves,  
issued  
on account of M/s. \_\_\_\_\_ validity for expiry and  
(Name  
of contractor) claim expiry date upto \_\_\_\_\_. such Bank Guarantee on behalf of  
the Bank and his/their signatures is/are binding on the Bank.

Name & Signature of the Bank Officer.

Date:

**TENDER NO. DC- MRC- NB- 04/2024**

**Title: TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI  
HARBOUR FOR A PERIOD OF 5 YEARS**

**FORM OF PERFORMANCE BOND**

(To be executed on non-judicial stamp paper of Rs. 500/-)

In consideration THE BOARD OF MUMBAI PORT AUTHORITY incorporated by Major Port Authorities 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/s) (hereinafter called the "Contractor")' from the demand under the terms and conditions of the Contract, vide \_\_\_\_\_ 's letter No. \_\_\_\_\_ (Name of the Department) dated \_\_\_\_\_ made between the Contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment 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 unconditionally and irrevocably undertake to pay as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Contractor if the Contractor will fail to fulfil or comply with all or any of the terms and conditions contained in the said contract forthwith to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2 We, \_\_\_\_\_, \_\_\_\_\_, do hereby \_\_\_\_\_ (Name of Bank) (Name of Branch) undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. We, the Bank, further agree that the Board will be the sole judge to decide as to whether the Contractor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the said contract and the decision of the Board that the Contractor has breached the said terms and

conditions as aforesaid will be final and binding on us, notwithstanding any differences between the Board and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Guarantee will not be affected by any change in the constitution or winding up of the contractor or the Bank or any absorption, merger or amalgamation of the contractor or the Bank with any other person.

3. We, \_\_\_\_\_, undertake to pay to the (Name of Bank and Branch) Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any arbitrator or Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_, undertake to make the payment on receipt of your (Name of Bank and Branch) Notice of claim on us addressed to name of Bank along with branch, address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim. It shall not be necessary for the Beneficiary to proceed against the said Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Contractor or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank. In order to give full effect to this Guarantee, the Beneficiary shall be entitled to treat the Bank as the principal debtor.

5. We, \_\_\_\_\_ further agree with the Board that the guarantee herein (Name of Bank and Branch) contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till 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 \_\_\_\_\_ of the said certifies that the terms and (Name of the user department) conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

6. We, \_\_\_\_\_ further agree with the Board that the Board shall have \_\_\_\_\_ (Name of Bank and Branch) the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. Any notice by way of request, demand or otherwise hereunder will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. It is also hereby agreed that the Courts in Mumbai would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

10. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

11. \*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 \_\_\_\_\_ (remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period----).

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

Date \_\_\_\_\_ day of \_\_\_\_\_ 2023

----- For (Name of Bank)

----- (Name)

----- Signature

**NON-DISCLOSURE AGREEMENT**

(To be executed on non-judicial stamp paper of Rs. 100/-)

This ("**Agreement**") made at Mumbai the \_\_\_\_, day of \_\_, 2023

**By and between:**

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

And

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

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

**WHEREAS:**

1. **CLIENT** is engaged in business of providing services to the shipping fraternity, cargo handling and port operations.
2. **CONTRACTOR** is engaged by the Client for providing services/ works.
3. **CLIENT** is desirous of availing services of the Contractor. In course of discussion, implementation and providing the Services, Parties will have access to the confidential and / or proprietary data / information of each other. In consideration there of parties undertake to respect the confidentiality of this confidential information under the terms and conditions set out hereunder.
4. The party disclosing the confidential information is hereinafter referred to as the "Furnishing Party" and the party receiving the confidential information is hereinafter referred to as "Recipient/Receiving Party".

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

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

Any and all oral, written, electronic, graphic or machine – readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the "Receiving Party" by, or at the direction of the "Furnishing Party" including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of one 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 one (2) years from the date hereof.

9. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior agreements, understandings, writings, or negotiations, whether written or oral, are hereby superseded. No failure or delay by either party in exercising its rights hereunder shall operate as a waiver thereof. This Agreement may not be waived or amended except by written agreement of both parties.

10. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

11. The parties agree that any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law, shall, be governed by and interpreted in accordance with the laws of India and that any action in any way arising out of this Agreement shall be commenced in an appropriate court having jurisdiction in Mumbai. The prevailing party in any suit hereunder shall recover all related costs, expenses and reasonable legal fees

12. The parties warrant that the signatory signing the Agreement on behalf of the respective parties is duly authorized to do so and irrevocably bind the parties.

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

(Name & Designation)

M/s \_\_\_\_\_

\_\_\_\_\_

person)

(Stamp & sign. of authorized

in the presence of

SHRI. \_\_\_\_\_

For and on behalf of the Employer

Shri. -----

(DEPUTY CONSERVATOR) MUMBAI PORT AUTHORITY

in the presence of SHRI. \_\_\_\_\_

( HARBOUR MASTER)

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

AUTHORITY

Secretary MUMBAI PORT

**ANNEXURE - V**

**TENDER NO. DC- MRC- NB- 04/2024**

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF  
NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN  
MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

**FORM OF AGREEMENT**

(To be on Non Judicial stamp paper of Rs. 500/-)

SPECIMEN FORMAT OF AGREEMENT

THIS CONTRACT AGREEMENT is made on the \_\_\_\_\_ day of ,.  
Between

(1) The Board of Mumbai Port Authority an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the Major Port Authorities Act 2021, under the Laws of India and having its principal place of business at Port House, S.V. Road, Ballard Estate, Mumbai – 400 001 (hereinafter called “the Employer”), and

(2) M/s \_\_\_\_\_ [incorporated under] the laws of India and having its principal place of business at \_\_\_\_\_ . (hereinafter called “the Contractor”).

WHEREAS the Employer invited Tenders against TENDER NO. DC- MRC- NB- 04/2024 for execution - **OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS** ----- and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of Rs. \_\_\_\_\_ /-( Rupees \_\_\_\_\_)inclusive / exclusive of GST only), expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

WHEREAS the Contractor has deposited with the Board a Bank Guarantee/ D.D. No. \_\_\_\_\_ DT. for Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) towards Security Deposit for the due performance of this contract by the contractor.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement;
- (b) Section III Scope of Work and Specifications
- (c) General Conditions of Contract;
- (d) Specifications, drawings;
- (e) Notice Inviting Tender;
- (f) Replies issued to the Pre-bid queries, addenda, if any, issued .
- (g) The Contractor 's Tender Offer and priced Bill of Quantities;
- (h) The Employer's Notification of Award/ Letter of Acceptance;
- (i) Section -II of the First Cover of TENDER NO. DC- MRC- NB- 04/2024\_\_.
- (j) The contractor's letter and MbPA's replies/correspondences.

AND WHEREAS

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

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR DO and each of them DOTD severally and jointly hereby Covenants with EMPLOYER/ BOARD to carry out and complete within stipulated period (time being the essence of contract) the work of “ **OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS** to Mumbai Port Authority “ together with certain spares as mentioned in the Schedule –A hereto / 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 the Contract/specifications (hereinafter collectively called the “The Contract Work” AND that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT .

4. THE BOARD HERBY COVENENT to pay to the contractors in consideration of the contractors carrying out the contract work and completing within the stipulated period (time being the essence of contract) to the entire satisfaction of the Dy. Conservator of the Board in all respects the contract price / \* (after taking into account of rebates of \_\_\_% offered by the contractor) at the time and in the manner prescribed by the contract.

**AND**

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS WHEREOF the Contractor have/has hereunto subscribed and set his/their respective hands and seals \_\_\_\_\_ the duly constituted Attorney of and for on the behalf of the Contractor hath been hereto affixed and the Dy. Conservator of the Board of Mumbai Port Authority of the Port of Mumbai for and on behalf of the Board has set his hand and the Common seal of the Board hath been hereunto affixed the day and year first above written.

(Name & Designation)

M/s \_\_\_\_\_

(Stamp & sign. of authorized person)

\_\_\_\_\_  
\_\_\_\_\_

in the presence of

SHRI. \_\_\_\_\_

For and on behalf of the Employer

Shri. -----

(DEPUTY CONSERVATOR) MUMBAI PORT AUTHORITY

in the presence of

SHRI. \_\_\_\_\_

( HARBOUR MASTER)

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

SECRETARY  
MUMBAI PORT AUTHORITY



THE SCHEDULE 'A' ABOVE REFERRED TO  
(The Schedule of letters)  
(Here please mention Contractor's and MbPA. letters)

THE SCHEDULE 'A' ABOVE REFERRED TO  
(The Schedule of spares to be supplied by the Contractors)

SIGNED, SEALED AND DELIVERED )  
by the above named \_\_\_\_\_ ) Constituted Attorney  
\_\_\_\_\_ )  
in presence of \_\_\_\_\_ )

**OR**

SIGNED, SEALED AND DELIVERED )  
by the above named \_\_\_\_\_ )  
\_\_\_\_\_ )  
on behalf of themselves and for and on )  
behalf of \_\_\_\_\_ )  
in presence of \_\_\_\_\_ ) Signature of Contractors

**OR**

The common seal of affixed pursuant to a )  
resolution of the Board of Directors dated )  
the \_\_\_\_\_ of \_\_\_\_\_ 2023 in ) Director  
presence of \_\_\_\_\_ )  
and \_\_\_\_\_ )  
one of the Directors of the said company. ) Director

SIGNED, SEALED AND DELIVERED )  
by the Dy. Conservator for and on behalf of )  
Board of Mumbai Port Authority in )  
the presence of \_\_\_\_\_ )

The Common seal of the Board of Mumbai Port Authority was fixed in the Presence  
of \_\_\_\_\_

Secretary, Mumbai Port Trust

**SECRETARY**

**TENDER NO. DC- MRC- NB- 04/2024**

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

**TENDERER'S UNDERTAKING**

1. We, the \_\_\_\_\_ the undersigned having read and clearly understood the instructions to tenderers, conditions of contract to the tender documents hereby offer to **OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS** as specified in the schedules, against which the hire rates have been inserted to the extent which the Board may determine in accepting this tender. We hereby agree, subject to the conditions of contract, to enter into a formal agreement with the Board.
2. We undertake to **OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**. If we are unable to execute the work as per scope of work , the EMD& PBG deposited by us shall stand forfeited by the Board. The Board will be at liberty to encash the performance Bank Guarantee submitted by us. The Board also may initiate legal action against us as deemed fit including hiring of crafts at the risk of cost of the bidder.
3. If our tender is accepted, we undertake within 14 working days of the Letter of Intent / acceptance to deposit a Bank Guarantee encashable at Mumbai Branch, issued by a Scheduled Bank registered in India with office in Mumbai for a sum of 10 % (Ten percent) of the value of the contract to be held by the Board as security for the due performance of our obligation under the contract. This guarantee shall be remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period-----.
4. Until and unless a formal Contract Agreement is prepared and executed, this TENDER NO. DC- MRC- NB- 04/2024\_ together with written acceptance thereof shall constitute a binding contract between us and the Board. We understand that the Board is not bound to accept the lowest of any tender that Board may receive.
5. The undersigned confirm, after personal scrutiny, that the documents and drawings used in compiling this tender are true copies of the documents .
6. The bidder/ undersigned confirms 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. The bidder shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid, if any.

7. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of Mumbai Port Authority or convicted by a Court of Law for any offence committed by us.
8. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we will intimate the Board of the same immediately.
9. I/ We have studied all the tender documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Contract, we will have no claim, right or title arising out of any documents or information provided to us by the MbPA or in respect of any matter arising out of it.
10. I/ We agree and undertake to abide by all the terms and conditions of the tender documents. Notarized copy of duly registered legally binding agreement finalised with the builder/ owner of the vessel shall be submitted along with Performance Security , failing which MbPA have absolute right to take action against me/us as deemed fit.
11. The undersigned confirm, after personal scrutiny, that the documents used in compiling this tender are true copies of the documents. Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the port shall resort to forfeiture of EMD and Bank Guarantee apart from black listing of the firm for next two years.

Dated: \_\_\_\_\_

-----  
 Signature of the tenderer  
 -----  
 Name and Address  
 -----  
 -----

Witness to  
 Signature of the Tenderer

Dated: \_\_\_\_\_

-----  
 -----  
 Name and Address  
 -----

ANNEXURE - VII

TENDER NO. DC- MRC- NB- 04/2024

TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS

DETAILS OF WORK UNDERTAKEN IN THE PAST

Type of work	Contract Number	Name & Address of the employer	Name & Address of persons who is responsible to the contract.	Contract price	Date of Start & Completion of the contract

SEAL

SIGNATURE OF TENDERER  
AUTHORISED SIGNATOR

## ANNEXURE – IX

TENDER NO. DC- MRC- NB- 04/2024

TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS

### Particulars for receiving the payment by RTGS/NEFT

Sr. No.		Particulars
1	Name of the origination	The Board of Mumbai Port Authority of the Port of Mumbai
2	PAN No.	AAATM5001D
3	Name & Address of the Office	Mumbai Port Authority, Port Bhavan, S.V. Marg, Ballard Estate, Fort, Mumbai 400 001
4	Bank Account No.	10996685430
5	Type of Bank Account	Current Account
6	Name of the Bank	State Bank of India
7	Address of the Branch	Mumbai Main Branch, Horniman Circle, Mumbai Samachar Marg, Mumbai 400 001
8	Branch Code of the Bank	0300
9	Digit Bank BSR Code No.	300-4464
10	MICR Number	400002010
11	IFSC Code No.	SBIN0000300

Kindly intimate this office UTR No. & payment detail by e-mail at [accounts\\_cashoffice@MbPAmail.com](mailto:accounts_cashoffice@MbPAmail.com) as & when payment is made electronically.

**ANNEXURE -XI**

**TENDER NO. DC- MRC- NB- 04/2024**

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL  
BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A  
PERIOD OF 5 YEARS**

**SCHEDULE – VIII**  
**SCHEDULE OF DOCUMENT**

We certify that all relevant documents for qualifying in the tender, have been duly attested, notarized and are enclosed, secured and indexed properly.

**TENDERER.S SIGNATURE**  
**AUTHORISED SIGNATORY**

Name. \_\_\_\_\_

Company Seal. \_\_\_\_\_

**TENDER NO. DC- MRC- NB- 04/2024**

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF NAVIGATIONAL  
BUOYS, BEACONS , LEADING AND SIGNAL LIGHTS IN MUMBAI HARBOUR FOR A  
PERIOD OF 5 YEARS**

**SCHEDULE- IX**  
**SCHEDULE OF DEVIATION**

We hereby certify that there are no deviations / suggestions etc. in the bid documents inserted by us. Mumbai Port Authority can reject the offer, if it is found that there are counter conditions / suggestions / deviations from the tender conditions prescribed in the bid document.

**TENDERER.S SIGNATURE**  
**AUTHORISED SIGNATORY**

Name. \_\_\_\_\_

Company Seal. \_\_\_\_\_

**ANNEXURE -XIII**

**POWER OF ATTORNEY**

(Notarised on Rs. 500 /- Non Judicial stamp paper)

Dated -----

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

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

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

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

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes: 1. The mode of execution of the Power of Attorney should be in



accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued .

**ANNEXURE – XV**

**INDEMNITY BOND**

**(To be on stamp paper of Rs. 500/-)**

The contractor will indemnify, defend and hold harmless MbPA and MbPA's personnel, their respective officers, employees, agents, sub-contractors, suppliers, affiliates and other representatives from and against any and all claims, liability, action, demand, judgment, loss, damage, costs and expenses (including legal fees) in respect of or arising out of :

- (i) all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the labour and other related applicable law and/or that may arise of breach of any covenants of the contract including those arising out of any accident that may occur during or in relation to the services to be provided by the contractor under the contract, as may be proceeded against MbPA, for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal cost and other charges, if any;
- (ii) damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of the Contractor's Staff or any third party or agency/master and crew engaged by the Contractor;
- (iii) damages and losses resulting from the non-compliance with the obligations established hereunder;
- (iv) any environmental damages caused by it and/ or its representatives or employees or employees of any third party or agency engaged by the Contractor;
- (v) failure on the part of the contractor and or non-compliance to perform any of its obligations under the contract;
  - (i) any environmental damages cause by it and/or its representatives or employees or employees of any third party or agency engaged by the contractor;
  - (ii) the contractor will be liable for and will indemnify and hold MbPA harmless from and against any and all claims, liability, action, demand, judgment, loss, damage, costs and expenses (including reasonable legal fees) brought by a third party, including any of the contractor's staff, for loss or damage to property or personal injury or death caused by, resulting from, or incidental to the contractor's performance under the contract;
  - (iii) in the event of hazardous materials being released (including but not limited to air, ground or water contamination) as a result of the contractor's actions, inactions, breach of default, then, the contractor with forthwith at its own expense, take all such steps as may be necessary to remove the hazardous materials and fully restore and reinstate the contaminated area and items.  
This clause will survive the termination of contract.

SIGN, STAMP AND SEAL

**SECTION -X**  
**SECOND COVER**  
**TENDER NO. DC- MRC- NB- 04/2024**

**TENDER FOR OVERHAULING/REPAIRS AND MAINTENANCE OF**  
**NAVIGATIONAL BUOYS, BEACONS, LEADING AND SIGNAL LIGHTS IN**  
**MUMBAI HARBOUR FOR A PERIOD OF 5 YEARS**

**SCHEDULE OF RATES & QUANTITIES**

Sr.No	Unit	Description of work	Quantity	Unit Rate (INR) (excluding GST)	Total Amount(INR) (excluding GST)
1.	Job.	<p><b>Polyethylene Buoy</b>  <b>a)</b> To remove a buoy from its location moorings; transporting it <u>ashore</u> along with chains, sinkers etc. at a designated place. A TLMB ( arranged by the contractor) to be placed till the original buoy is transported back after servicing/ maintenance work and is put in place (after the removal of TLMB)</p>	60		
		<p><b>b) Polyethylene Buoy</b>  Cleaning of sea growth , Inspection of hull and super structure including core incorporating lifting eyes and mooring connections , solar panel , lantern , batteries , switches or any monitoring system requiring servicing including repairs to any damaged components or /its replacement etc ; epoxy coating of mooring chains after cleaning , gauging /calibration or any other related work considered necessary from time to time )</p>	60		
		<p><b>c) Polyethylene Buoy</b>  Cost of spare parts / Materials / Consumables to be required for above 1(b) job .</p>	60		

2.	Job	<b>MS Buoy</b> <b>a)</b> To remove a buoy from its location moorings; transporting it <u>ashore</u> along with chains, sinkers etc. at a designated place. A TLMB (arranged by the contractor) to be placed till the original buoy is transported back after servicing/ maintenance work and is put in place (after the removal of TLMB)	42		
		<b>b) MS Bouy</b> ( Sand blasting to SA 2.5 , cleaning , thickness gauging of hull /skirt , hydraulic testing of buoyancy chambers , calibration of chains etc, inspection of lifting eyes , swivel ,shackles etc , epoxy coating of chain etc , painting of buoy and structure to IALA code , repairs and /or replacement of hardware / electrical / electronic components , or any other related work decided by the Harbour Master. )	42		
		<b>c) MS Buoy</b> Cost of spare parts / Materials / Consumables to be required for above 1(b) job .	42		
3	Job	To lift a buoy for about say 10 mtrs. And to put it and secure on a service craft for cleaning sea growth etc., checking the mooring connecting swivel, links, etc. , servicing of buoy, lantern, electrical / electronic components, solar panel, switches, batteries and replace part(s), if required. To put back the buoy in place after servicing. <b>(Job to be completed at the location off – shore).</b>  a) Polyethylene Buoy  b) MS Buoy	60  42		

4	Job	To carry out servicing of a buoy in-situ (without lifting and / or disconnecting it from the mooring) a) Polyethylene Buoy b) MS Buoy	60 42		
5	Job	Inspection and replacement of Leading light, beacons and its holding structure.	50		
6	Job	Cost of Beacons (Including light on Shore 6 nos)	12		
7	Job	Cost of Leading Lights a) High Intensity(8 nos.) b) Normal Intensity(11 nos.)	40		
Grand Total					
(Grand Total in words)					

**Note :** i) Price quoted above 1a , 1 b , 2a , 2b , 3a & 3b includes cost towards labour, consumables and paints; hire charges for tools, tackles, equipments and crafts etc; (including all the taxes , levies etc. but excluding GST).

ii) Price quoted above 1 c & 2 c includes the cost towards replacement of hardwares, electrical components, spare parts, Materials, Consumables etc.

iii) Bill of quantity in the schedule above is purely tentative and will be spread over a period of 05 years. Work order will be issued separately for each job as per requirement from time to time. MbPA reserve the right to cancel any items or part thereof or the whole tender without assigning any reason and without any compensation to the contractor.

IV) The quotation stated above shall remain valid for a period of 180 days from the date of opening the Techno Commercial Bid.

V) Prices quoted in this schedule shall only be considered. The prices shall be firm and subject to escalation based on the Consumer Price Index in the country. (as per clause no. 5 of NIT).

Tenderer's Signature: \_\_\_\_\_

(COMPANY SEAL)

Tenderer's Name: \_\_\_\_\_

Office Address:

\_\_\_\_\_