

MUMBAI PORT AUTHORITY



(MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT)

TENDER DOCUMENT

Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority on revenue share basis for a period of 10 years.

TENDER NO. : MEED/EDP/233/2024

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

EDP WING, P&R DIVISION

**Chief Mechanical Engineer's Office, (Old ABB House), Old Goa Street,
Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001**

website : www.mumbaiport.gov.in

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(MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT)

TENDER NO. : MEED/EDP/233/2024 Build, Operate and Maintain Integrated Access control and Surveillance system (IACASS) of Mumbai Port Authority

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1. INTRODUCTION

Mumbai Port has long been the principal gateway to India and has played a pivotal role in the development of the national economy, trade & commerce and prosperity of Mumbai city in particular. The port has achieved this position through continuous endeavor to serve the changing needs of maritime trade. Though traditionally designed to handle general cargo, over the years, the port has adapted to changing shipping trends and cargo packaging from break bulk to unitisation / palletisation and containerisation. Besides, it has also developed specialised berths for handling POL and chemicals. For decades, Mumbai Port was India's premier port. Even today, with the development of other ports, it caters to 8.61 percent of the country's sea-borne trade handled by Major Ports of the country in terms of volume. It caters to 16.07 percent of POL Traffic handled by Major Ports.

The existing ACS system is owned by MbPA. It has recurring problems. It is felt necessary to have new Integrated Access Control based on the following key features.

- New Integrated Access Control and Surveillance System will be based primarily on the face Recognition technology for people.
- New Integrated Access Control and Surveillance System for Vehicle will be based on FASTag id and ANPR number plate captured during registration.
- Successful bidder will invest initially in all Software (online registration portal for People and Vehicle for various permits, Network (active and passive component), Communication Equipment, Hardware and Manpower for successful operation, support, and maintenance to comply with MbPA defined strict SLA. Manpower qualification shall be as per industry standards applicable for help desk, project management and technical support for network CCTV and analytics.
- The business model will be based on a revenue sharing basis.
- The bidder needs to replace the hardware once it's out of warranty as per OEM defined standards during the tenure of the contract and also upgrade the software as and when software patches are released.
- Tenure of the contract / project will be for 10 years.

2. NOTICE INVITING TENDER

2.1 Invitation

Online e-Tenders are invited by the Mumbai Port Authority from eligible bidders to Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority on revenue sharing basis for a period of 10 years. **(TENDER NO.: MEED/EDP/233/2024)**

2.2 Details about the tender

Department Name	Mechanical and Electrical Engineering Department
Circle/ Division	EDP Wing, P&R Division
Tender Notice No.	MEED/EDP/233/2024
Work Description	Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority on revenue sharing basis for a period of 10 years.
Bidding Type	Open
Bid Document Fee : Option: Offline / Online	i) <u>If the bidder opts offline payment mode,</u> Rs. 10,500/- (Rupees Ten Thousand Five Hundred only)including 5% GST in the form of Demand Draft or Pay Order drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai. ii) <u>If the bidder opts online payment mode,</u> Rs. 10,500/- (Rupees Ten Thousand Five Hundred only)including 5% GST to be paid online at https://eplatform.mbptedi.gov.in . (Please refer clause 6.3 for online payment)
Bid Earnest Money Deposit Option: Offline / Online	i) <u>If the bidder opts offline payment mode,</u> Rs.32,00,000/-(Rupees thirty two lakh only) in the form of Demand Draft or Pay Order drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai. The EMD can

	<p>also be payable in the form of Bank Guarantee (BG) (for the entire amount) from any Nationalised/ Scheduled Bank from any branch in India, encashable at Mumbai. The BG shall be valid up to 45 days after the date of expiry of offer validity of 120 days</p> <p>ii) <u>If the bidder opts online payment mode,</u></p> <p>Rs.32,00,000/- (Rupees thirty two lakh only) to be paid online at https://eplatform.mbptedi.gov.in.</p> <p>(Please refer clause 6.3 for online payment)</p>
Bid Document downloading Start Time & Date	1400 hrs on 09/09/2024
Bid Document downloading End Time & Date	Up to 1500 Hrs. 03/10/2024
Date & Place of Pre-Bid Meeting	At 1500 hours on 19/09/2024 at CME Building (formerly ABB building), Goa Street, Ballard Estate, Mumbai 400001.
Last Date of receiving Pre-bid queries	18/09/2024
Last Date & Time for online submission of Bid	Upto 1500 hrs on 03/10/2024
Last Date & Time for offline submission of Financial Instrument for Tender Fee & EMD	Upto 1500 hrs on 04/10/2024 at the office of Chief Mechanical Engineer's Office, (Old ABB House), 1st Floor, Conference Hall, S.B. Path, Old Goa Street, Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001.
Bid Validity Period	120 Days from the date of opening of Technical bid.
Condition for opening of Technical bid	Technical Bid of only those firms shall be opened whose Tender Fee and Earnest Money Deposit are received.
Bid Opening Date & Time	<p>Technical bid will be opened on 04/10/2024 at 1500 hours.</p> <p>Opening of price bid shall be notified after scrutiny and evaluation of technical</p>

	bid.
Officer inviting Bid	Chief Mechanical Engineer
Bid opening Authority	Chief Mechanical Engineer
Address	Chief Mechanical Engineer's Office, (Old ABB House), 1st Floor, Conference Hall, S.B. Path, Old Goa Street, Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001
Contact Details	022- 66564115,66565107 Ramesh G. Potdar Dy. Director (EDP) Mob: 9819785138

2.3 Downloading of Tender Document

Interested eligible tenderers may obtain further information and download the 'Tender Document' at the e-Procurement website <https://eprocure.gov.in> and also at MbPA's website <http://www.mumbaiport.gov.in>

2.4 Tender Conditions:

iii) Earnest Money Deposit

The Prospective bidder has to pay EMD of Rs.32,00,000/- (Rupees thirty two lakh only) in the form of Demand Draft or Pay Order drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai. The EMD can also be payable in the form of Bank Guarantee (BG) (for the entire amount) from any Nationalised/ Scheduled Bank from any branch in India, encashable at Mumbai. The BG shall be valid up to 45 days after the date of expiry of offer validity of 120 days.

iv) Revenue share

Revenue share: The bidder shall quote percentage of share of gross revenue to be earned by him with MbPA, minimum revenue share of 35%.

The revenue earning heads considered during award of contract will remain same and amount will be included for the purpose of revenue share calculation, even if MbPA decides to transfer revenue collection to other applications e.g. Port EBS.

Contract will be granted to the successful Contactor in consideration of highest percentage (%) sharing (Greater than 35) of Gross Revenue earned from the various entry permits issued for People and Vehicle, overstay charges of the vehicle, company registration and stream

passes, parking charges inside dock.; per month, to MbPA by the Contractor in Price Bid.

iv) **Selection Criteria:**

Selection criteria will be on the basis of the highest percentage of share of gross revenue quoted by the bidder.

Minimum percentage of revenue share shall be over and above 35%, whoever quotes lesser than 35% will be disqualified.

v) **Performance Guarantee/Security Deposit**

The successful bidder shall within four weeks of the receipt of the acceptance letter furnish to the Port Authority, a performance Guarantee in the form of Bank Guarantee of any Nationalized/Scheduled Bank encashable at Mumbai, as per ANNEXURE - XII of Tender Document for **Rs.1,60,00,000/- (Rs. One Crore Sixty Lakh only)**. The Security Deposit shall be kept valid for a period of 10 years from the date of contract period of the work with a claim period of six months thereafter.

Performance Guarantee in the form of Bank Guarantee will be returned to the contractor within a month after expiry of Guarantee or after the rectification of defects whichever is later. In the event of unsatisfactory performance, the Security Deposit will be forfeited.

vi) **License Period**

The license period for the operation will be 10 years.

vii) **Completion period:**

The time required for commissioning will be 240 days from the date of signing the agreement.

viii) **Liquidated Damage:**

The time allowed for installing, commissioning as entered in the tender and or stipulated in the Work Order, shall be strictly observed by the bidder and shall be reckoned from the date of receipt by him, of **Notification of Award of Contract** from MbPA. In the event the bidder failing to commence or complete the work within the stipulated dates or such extensions thereof as allowed by MbPA in writing, the bidder shall pay as liquidated damages for such delay to MbPA and not as a penalty, 0.5% of the capital investment cost of Rs.16.44 crores, per week or part thereof that the work remains un-commenced or unfinished from the time beyond the agreed completion time, provided always that the entire amount of compensation to be paid under the provisions of this section shall not exceed ten percent (10 %) of the capital investment cost of Rs.16.44 crores.

xiv) **GST Clause :**

(a) The successful bidder should be registered with GST authorities and should provide its GST registration Number.

(b) Payment of upfront fees , share of revenue and any other amount payable by the successful bidder to MbPA shall attract GST at applicable rate as per the provisions of Central Goods and Services Tax Act, 2017, Maharashtra Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Goods and Services Tax (Compensation to States) Act, 2017 or any other law (referred to as GST Laws) or any other tax/cess. under any other law in force during the relevant period. Taxes shall be over and above the amounts mentioned in the tender.

(c) The Successful bidder shall be responsible for providing services to the end-users as provider of services and consequently, he shall be solely responsible for payment of GST on the income derived by it from exercise of the right given in terms of this tender i.e. on the revenue collected and income derived from users of MbPA shall not be responsible for the same. Consequently, all GST compliances relating to exercise of the said right shall be the responsibility of the successful bidder and he shall be solely responsible for any tax, cess, interest, penalty, late fees or such other consequences in case of default thereof.

xv) **INTEGRITY PACT:**

(a) The scanned copy of Integrity Pact (IP) Agreement signed by the employer is uploaded along with the tender document. The bidder has to download the IP Agreement, sign and shall upload the same scanned copy of signed IP Agreement along with the bid.

(b) ii. In case of a joint venture, all the partners of the joint venture should sign the IP. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor.

(c) iii. 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.

(d) iv. The unsigned scan copy of IP Agreement by the bidder shall be treated as invalid and the bid shall be considered as non-responsive bid.

(e) v. The successful bidder shall execute Integrity Pact Agreement on stamp paper of Rs. 100. The scanned copy of Integrity Pact Agreement signed by the Employer, Bidder and uploaded by the bidder with the tender document shall be treated as Integrity Pact, till the formal execution of Integrity Pact by the successful bidder.

(f) vi. 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 assess 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.

xvi) **Make in India clause**

Local content of goods and service provided by the bidder should follow reference to Make in India guidelines of GoI - Public Procurement (Preference to Make in India), order 2017 dated 29.05.2019

xvii) **Startup Policy**

Since the project involves critical security operations and equipment, the benefits of start-up policy is not applicable.

xviii) Benefits to MSEs: not applicable

2.5 Pre-bid Meeting

Pre-bid meeting will be held on 19/09/2024 at **1500** hrs. in the office of Chief Mechanical Engineer, CME Building (formerly ABB building), Goa Street, Ballard Estate, Mumbai 400001. Representative of the tenderer attending pre-bid meeting should bring a letter of authority from the authorised signatory of the firm, on its letterhead that such person has been authorised on its behalf to be present during pre-bid meeting. The prospective tenderers shall submit their pre-bid queries vide email on rg.potdar@mumbaiport.gov.in and tk.suryavanshi@mumbaiport.gov.in well in advance and prior to the date of Pre-Bid meeting.

Dock entry permit will be issued at Yellow Gate, Indira Dock for the representative on an application for DEP with any personal identification such as PAN Card/AADHAR Card/Driving License-

2.6 Pre-bid query replies/addendum/amendments/ errata etc.

Pre-bid query replies/addendum/amendments/ errata etc. will be made available at the e-Procurement website <https://eprocure.gov.in> and also at MbPA's website <http://www.mumbaiport.gov.in> and tenderers are requested to check and download the same from time to time for submission.

2.7 Tender submission

Number of Proposals :

Bidder should submit single proposal for the entire work of Access

Control and Surveillance. Any bidder applying partially, or multiple proposals will be disqualified.

2.7.1 Online Technical Bid submission

The bidder shall upload **scanned copies** of documents as listed under clause no. 2.8.

2.7.2 Offline Financial Instrument submission

Tender Fee & EMD shall be submitted in one sealed envelope super scribed as “Tender for Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority for a period of 10 years”, Tender reference No. MEED/EDP/233/2024 bidder’s name, address, contact numbers and shall be dropped in the box up to 1500 hrs on provided for this purpose in the **office of Chief Mechanical Engineer’s Office, (Old ABB House), 1st Floor, Conference Hall, S.B. Path, Old Goa Street, Near Railway Manager’s Building, Ballard Estate, Fort, Mumbai 400 001**

i) If the bidder opts offline payment mode, the envelope should contain:

Tender Fees in the form of Demand Draft or Pay Order drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai.

‘Earnest Money Deposit’ in the form of Demand Draft or Pay Order drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai. The EMD can also be payable in the form of Bank Guarantee (BG) (for the entire amount) from any Nationalised/ Scheduled Bank from any branch in India, encashable at Mumbai. The BG shall be valid up to 45 days after the date of expiry of offer validity of 120 days.

For Online Payment of Tender Fee and EMD, Tenderer shall visit "<https://eplatform.MbPTedi.gov.in>" for making the payment for EMD and choose the option "Latest Tenders" on the dashboard. After selecting the relevant tender, the tenderer can make online payment after entering the basic details of bank for refund purpose, the receipt generated as PDF file of EMD shall be uploaded by the tenderer on CPP Portal under relevant option and shall be submitted in hard copy as a proof for the payment. Exemption from payment towards EMD shall be applicable for MSEs Firms/Individuals having valid Certificate. In case bidders wishes to claim the exemption from payment of EMD they shall submit valid Certificate bearing 9 digit UDYAM Registration/Reference Number. Bids of the Bidders will not be opened in case the EMD or proof of exemption is not submitted in the form and manner described above.

If the bidder opts online payment mode, the envelope should contain:

Hard copy of online payment receipt for **Tender Fees** and **Earnest Money Deposit**.

2.8 The list of documents to be submitted online and in the hard copy with the Technical bid are as follows:-

Sr. No.	Documents to be submitted on CPP Portal	Documents to be submitted in the hard copy
1	<p><u>If the bidder opts offline payment mode</u></p> <p>i) Scanned copy of financial instrument towards payment of 'Tender Fee'.</p> <p>ii) Scanned copy of financial Instrument towards payment of 'Earnest Money Deposit'.</p>	<p>Original financial instrument towards Tender Fee.</p> <p>Original financial instrument towards Earnest Money Deposit.</p>
	<p><u>If the bidder opts online payment mode</u></p> <p>i) Upload the payment receipt generated as PDF file of Tender Fee.</p> <p>ii) Upload the payment receipt generated as PDF file of 'Earnest Money Deposit'</p>	<p>Copy of the online payment receipt towards Tender Fee</p> <p>Copy of the online payment receipt towards 'Earnest Money Deposit'</p>
2	<p>i) Scanned copy of 'Tender Document' duly signed and stamped by the Tenderer on each page as token of having read and accepted all the terms and conditions stipulated in the entire Tender Document.</p> <p>ii) Signed and stamped Scanned copy of Pre-bid query replies/addendum/amendments/ errata, etc., if any, duly signed by the tenderer.</p> <p>iii) Scanned copy of the documents defining the constitution or legal status, place of registration and principal place of business of the Person, Company, Firm or Body Corporate submitting the Tender.</p> <p>iv) Scanned copy of 'Partnership Deed' in case of Partnership firm, or 'Articles of Association and</p>	<p>NIL</p>

	<p>Memorandum of Association' in case of company and 'Bye Law' in case of Co-operative Society.</p> <p>v) Scanned copy of Power of Attorney with specimen signature, if tender document is signed by a duly authorized representative.</p> <p>vi) Original or Notarized copies of audited Annual Reports / Profit and Loss Accounts duly certified by the Chartered Accountant with UDIN for the last three financial years ending on 31-03-2025.</p> <p>vii) Original or Notarized copies of audited Annual turnover duly certified by the Chartered Accountant with UDIN for the last three financial years ending on 31-03-2025</p> <p>viii) Scanned copy of valid registration certificate/license etc. issued by the competent authority, if any.</p> <p>ix) Scanned copy of PAN Card.</p> <p>x) Scanned copy of GSTN No.</p> <p>xi) Scanned copy of detail information as per Data Sheet enclosed at Annexure XI.</p> <p>xii) Scanned copy of Undertaking in the format enclosed at Annexure XIII on the tenderer's letterhead.</p> <p>xiii) Scanned copy of Format for Declaration in the format enclosed at Annexure XIV on the tenderer's letterhead.</p> <p>xiv) Signed Integrity Pact.</p>	
3	BOQ- Price Bid in the form of Annexure - IX in the excel format.	

2.9 Pre-Qualification Criteria:

Clause	Pre-Qualification Criteria	Proof Document Required: Copies of documents (duly notarized by public notary) to be uploaded by bidders in support of Information/ declaration furnished online by the bidder against Eligibility Criteria
2.9.1	Bidder should be registered under the Companies Act 1956 and should be in operation in India for a period of at least 3 years as on tender floating date.	Memorandum & Article of Association with certificate of incorporation
2.9.2	The average annual turnover of the bidder should not be less than Rs. 500 Lacs during the past 3 years	Duly certified statement from their appointed chartered Accountant with UDIN for the years 2021-22, 2022-23, 2023-24 indicating the amount of turnover during these years. (In case of consortium, turnover certificate for each individual partner of consortium)
	The bidder must have positive net worth and should be Profit making in each of the last three financial years as on 31 st March, 2024	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years i.e. 2021-22, 2022-23, 2023-24, CA certificate with UDIN mentioning Net worth & profit making of the bidder should be enclosed
2.9.3	<p>Prospective bidder, during the last 7 years and till last day of the previous month of the tender due date successfully completed similar work / Supplied, installed & commissioned similar works and the same is in steady state operations phase</p> <p>Three similar works of value, not less than Rs. 640 Lacs, in each case. Or Two similar works of value, not less than Rs. 800 Lacs, in each case. Or One similar work of value, not less than Rs. 1280 Lacs.</p>	Copies of Purchase Order /Work order and Work Completion Certificate issued by the employer against the experience of similar work with Performance.

	<p>“Similar work” is defined as “Any IT Project that involves System Integration services including, Supply, Installation and commissioning, of hardware and Software, for Access control, Surveillance. Should have developed Visitor Mgmt. software and face recognition based authentication”</p> <p>The bidder has to ensure that under such projects the bidder shall have necessarily Supplied, Installed and Commissioned at least 6 out of the below mentioned Ten categories:</p> <ol style="list-style-type: none"> 1. Vehicle gates – Boom Barrier 2. Pedestrian Gate – Turnstile/ Turnstile Barriers 3. Access Control Readers /Biometric Readers / FAStag Reader / ANPR Reader / QR code readers 4. Visitor Management System (software development) / Personalization Hardware & Software / finger print scanners / hand scanner 5. Long Range Readers 6. RF ID Tags / Smart Cards 7. Controllers 8. CCTV camera surveillance 9. ANPR Cameras reader 10. Face recognition cameras 	
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2.10. Other Documents

2.10.1	<p>The Bidder should have authorization from the Original Equipment Manufacturers (OEM) for selling and supporting the components offered under this project.</p>	<p>The bidder should submit the Authorization Letter in the format attached in the RFP from the OEM whose products are proposed.</p> <ul style="list-style-type: none"> • CCTV Camera and its accessories like RF, network devices and controllers • Flap Barriers • Boom barriers • OFC and CAT cable • Software- Access Control & Surveillance
2.10.2	<p>Bidder should not have been blacklisted for corrupt or fraudulent practices by Govt. of India/ State Government/</p>	<p>Declaration by the authorized signatory</p>

	Central PSU / reputed Corporates at the time of bid submission date.	
2.10.3	In case of Consortium, MoU needs to be submitted.	The consortium should furnish MOU indicating the name of lead partner. The equity of each partner of the consortium shall be stated clearly in the MoU
2.10.4	Permanent Account Number	Copy of PAN card issued by Income Tax department, Govt.of India (In case of consortium, PAN card for each individual partner of consortium)
2.10.5	Exemption certificate for EMD/ tender fee(if applicable)	Documents related to exemption of EMD / tender fee

2.11 Price Bid submission

The format of price bid has been given in a standard excel BOQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the excel BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename.

2.11 Deadline of submission of the Bids

The licensor may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the licensor and the bidders previously subject to the original deadline will be subjected to the new deadline.

In case single offer is received, it will not be opened and the last date of submission of offer will be extended by seven days in order to receive more offers. If no additional offer is received on first extension, one more extension of seven days will be granted. Thereafter, no further extensions will be granted and received offer will be processed.

At the time of submission of the tender document, the bidder shall give an undertaking that no changes have been made in document. If any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the bidder, the conditions mentioned in the Port's document shall prevail. Besides, the bidder shall be liable for legal action for the lapses.

Sealed Cover of financial instrument is submitted after due date and time will be considered as Late Bid and will not be accepted. The sealed cover shall be returned unopened to the Bidder. The online bid submitted by such bidder will not be opened. Bidders to note that MbPA shall not be responsible for late receipt of any bid for whatsoever reason. Similarly, MbPA shall **not** be responsible for late online submission of the bid due to technical lapses.

Sd/-

Chief Mechanical Engineer

3. BIDDING PROCEDURE

3.1 Pre-Qualification Criteria

Tenderers must fulfil the pre-qualification criteria & submit the scanned copies of documents as mentioned at 2.8 and as per the instructions at e-Procurement website <https://eprocure.gov.in> in support thereof.

3.2 Amendment of Tender Document

3.2.1 Pre-bid query replies/addendum/amendments/ errata etc. will be made available at the e-Procurement website <https://eprocure.gov.in> and tenderers are requested to check and download the same from time to time for submission. This website can also be accessed by clicking the link at MbPA's Website <http://www.mumbaiport.gov.in>.

3.2.2 In case of issue of any amendment (s), in order to give the Tenderer reasonable time to take into account the content of amendment (s), MbPA at its discretion may extend the deadline for submission of Tender.

3.3 Counter Conditions

No counter conditions by the Tenderer are permitted. If any counter conditions are quoted, the offer will be treated as invalid.

3.4 Signing of Tender Document

3.4.1 All pages of Tender Document as issued by MbPA along with amendments (s), Prebid replies, etc. if any shall be duly signed by the Tenderer in token of having been read and accepted and submitted online.

3.4.2 Tender should be signed by the Owner of Firm /or by a duly authorized representative of the firm. Copy of Power of Attorney, in such case should be enclosed with the Tender.

3.4.3 The tender, if submitted on behalf of a Partnership firm, should be signed either by all the partners or some of the partners or other person/s holding a valid 'Power of Attorney' from other partners or all the partners constituting the firm or the Principals as the case may be.

3.4.4 In case, the tender is signed by some of the partners or other persons, the Tender should be accompanied by a valid "Power of Attorney" duly executed by partners specifying that the partners or

person/s signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.

3.5 Validity of Tender

The Tenderer shall confirm in writing that the offer is firm and shall remain valid for a period of not less than 120 days from the date of opening of Technical Bid. MbPA reserves the right to extend the period of validity and Earnest Money Deposit shall be forfeited, if the tender is withdrawn within validity of the tender.

3.6 Withdrawal of Submitted Tender

The Tenderers can withdraw their offer by giving notice in writing to Chief Mechanical Engineer's Office, (Old ABB House), 1st Floor, Conference Hall, S.B. Path, Old Goa Street, Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001 on any day prior to the date and time notified for opening of the Tenders without forfeiture of Earnest Money Deposit. If the notice for the withdrawal of Tender is received after opening of the Tenders the Earnest Money Deposit shall stand forfeited.

3.7 Acceptance of Tender

MBPA reserves the right to accept or reject any tender without assigning any reason whatsoever. MBPA reserves the right to relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in overall interest of the MbPA /Trade/Port Users.

3.8 Submission of Tender

3.8.1 Online Technical Bid submission

The bidder shall upload **scanned copies** of documents as listed under clause no. 2.8.

3.8.2 Offline Financial Instrument submission

Tender Fee & EMD shall be submitted in one sealed envelope super scribed as "Tender for Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority for a period of 10 years on as is where is basis.", Tender reference No. **MEED/EDP/233/2024** bidder's name, address, contact numbers and shall be dropped in the box up to 1500 hrs on 04/10/2024, provided for this purpose in the at the office of Chief Mechanical Engineer's Office, (Old ABB House), 1st Floor, Conference Hall, S.B. Path, Old Goa Street, Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001.

i) If the bidder opts offline payment mode, the envelope should contain:

Tender Fees Rs. 10,500/- (Rupees Ten Thousand Five Hundred only) in the form of Demand Draft or Pay Order drawn in favour of "The Board of Mumbai Port Authority" from any Nationalized /

Scheduled Bank having its branch at Mumbai and payable at Mumbai.

‘Earnest Money Deposit’ of Rs.32,00,000/- (Rupees thirty two lakh only) in the form of Demand Draft or Pay Order drawn in favour of "Board of Mumbai Port Authority" from any Nationalized / Scheduled Bank having its branch at Mumbai and payable at Mumbai.) The EMD can also be payable in the form of Bank Guarantee (BG) (for the entire amount) from any Nationalised/ Scheduled Bank from any branch in India, encashable at Mumbai. The BG shall be valid up to 45 days after the date of expiry of offer validity

- ii) If the bidder opts online payment mode, the envelope should contain:

Hard copy of online payment receipt for **Tender Fees Rs. 10,500/-** (Rupees Ten Thousand Five Hundred only) and **Earnest Money Deposit Rs.32,00,000/- (Rupees thirty two lakh only)**

3.9 Opening of the Tenders

- 3.9.1 On the date and time specified in the Tender Notice, following procedure will be adopted for opening of the Tender:

Sealed envelope containing financial instruments shall be opened in presence of representative of the tenderers, who wish to remain present at 1500 hrs. on 04/10/2024 at the office of Chief Mechanical Engineer's Office, (Old ABB House), 1st Floor, Conference Hall, S.B. Path, Old Goa Street, Near Railway Manager's Building, Ballard Estate, Fort, Mumbai 400 001. The tenderer's name, contents of the forwarding letter, the availability of requisite Earnest Money Deposit and such other details as the Mumbai Port Authority at their discretion, may consider appropriate, will be announced at the time of Tender Opening for which tenderer's authorized representative can be present.

- 3.9.2 Conditional Tender will be rejected out rightly considering it as "non responsive offer".

- 3.9.3 All corrections should be initialed by the Tenderer.

- 3.9.4 After opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderer or to any other people. Any efforts by the Tenderer to influence the Mumbai Port Authority, in the process of examination, clarification, evaluation and comparison of Tenders and decisions concerning award of contract may result in the rejection of the Tenderer's Offer.

3.9.5 All costs, charges, taxes and expenses including stamp duty in connection with contract as well as preparation and completion of agreement shall be borne by the Tenderer.

3.10 Examination & Evaluation of the Tenders

3.10.1 The Tenders, which are not accompanied by Earnest Money Deposit (EMD) cost of Tender Document, shall not be considered for opening and these shall be summarily rejected.

3.10.2 Thereafter, tender shall be scrutinized to establish whether the tenderer has the requisite Minimum Eligibility Criteria as stipulated in the tender document. Any additional and supplementary documents, if required, apart from those submitted under clause 2.8, shall be called for and submitted by the tenderer.

3.10.3 Bid should contain detail writeup document explaining the approach / solution / architecture & design of the Access Control and Surveillance system. The bidder should explain the solution provided by them and how it meets the objective to track and trace people and vehicle on real time basis. How the solution will address the video analytics list and give alerts on real time basis (mobile/email)

3.10.4 Shortlisted bidders will be asked to give the presentation of the solution offered. Price Bids will be percentage (%) sharing on Gross Revenue earned from the various permits issued, overstay charges of the vehicle, company registration and stream passes, etc. Revenue generated thru all sources mentioned in this para, document stating Revenue earned is as under:

Year	Revenue (Without GST)
2021-22	9,46,75,740
2022-23	9,63,71,408
2023-24	9,90,60,000

3.10.5 The technical bids evaluation will be done for the following areas. The details and marks shall be as under:

	Marks
Technical competence	12
Solution provided	14
Manpower	10
Use of emerging technologies(AI,ML,Chatbot,ChatGPT,Video analytics)	5
Domain knowledge	10
Projects executed – Area covered	12
Online website software	5
ACS hardware solution	12

CCTV/Surveillance Analytics expertise & management	10
How solution is addressing the objective	10
Total	100

3.10.5 Method of evaluation of selection of successful Bidder and award of Contract to bidder shall be on QCBS basis. The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 75% (75 Marks out of 100) will be considered as technically qualified.

3.10.6 The bidders who fulfill the minimum eligibility criteria and whose offers are found complete in all respect and are technically qualified, shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time, the Price Bids of such Tenderers shall be opened in the presence of authorized representatives of such Tenderers who wish to remain present.

Award Criteria

i. Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.

ii. The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 75% (75 Marks out of 100 across all the components together) will be considered as technically qualified. Technical score of all bidders will be calculated on the basis of the following formula:

iii. Technical Score of bidder (TS) = Technical Marks received by the bidder x 70%

iv. The Bid having the Highest Commercial Quote shall be termed as the Highest Evaluated Bid and will be awarded 100 marks. Commercial score of all the other bidders will be calculated on the basis of the following formula:

v. Commercial score of bidder (CS) =

$$\frac{\text{Commercial Quote of the bidder} \times 30}{\text{Commercial Quote of the Highest bidder}}$$

Commercial Quote of the Highest bidder

vi. Final Score of the bidder: Final Score of the each bidding party will be computed by adding the Technical score and Commercial Score on the basis of the following formula:

vii. Total Score = TS + CS

viii. The bidder whose bid has secured the “Highest Total Score” out of 100 as per above evaluation will be considered as best evaluated Bid.

ix. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations

x. MbPA is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

xi. Example demonstrating the calculation of Technical Score and Commercial Scores is provided below:

Bidder	Marks Received by bidder	Calculations	Technical Score of bidder (TS)
Bidder 1	88	88*70%	61.6
Bidder 2	90	90*70%	63.0
Bidder 3	80	80*70%	56.0
Bidder 4	95	95*70%	66.5
Bidder 5	65	--	--

Price bid for Bidder 1 to Bidder 4 will be opened. the Bidder 5 price bid will not be opened.

Bidder	Commercial Quote Provided by Bidder	Calculation of commercial score	Commercial Score of Bidder (CS)
Bidder 1	41	(41/56)*30	22
Bidder 2	54	(54/56)*30	29
Bidder 3	56	(56/56)*30	30
Bidder 4	43	(43/56)*30	23

Total Score for each bidder

Bidder	Technical Score (TS)	Commercial Score (CS)	Total Score
Bidder 1	61.6	22	83.6
Bidder 2	63.0	29	92
Bidder 3	56.0	30	86
Bidder 4	66.5	23	89.5

The bidder with the highest final score shall be treated as the best evaluated Bid. In the above example, Bidder 2 will be treated as best evaluated Bid.

3.10.7 The Tenderer whose Price Bid with highest % of revenue sharing with MPA is found to be the Highest (H-1) shall be considered for award of Contract.

Further, if the highest shortlisted bidder gets disqualified at any stage of the tender process due to non-compliance of the tender conditions or due to submission of any false/forged information and/or documents, the next intending bidders i.e. H-2, H-3---, will be considered, provided they agree to match the revenue share percentage quoted by the highest bidder (H1).

3.10.8 The Tenderer whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Tenderer shall submit draft Contract agreement in the format approved by the Port Authority as in the **ANNEXURE- X** of Tender Document, and within a 28 days from the date of issue of Letter of Acceptance the Contract agreement shall be signed between the Port Authority and the successful

Tenderer. Based on the equipment proposed, within 30 days, the tenderer shall submit the following documents

- Layout plan
- List of equipment / make & model
- Data sheets

These will be approved by the port within 7 days from date of receipt of documents.

- 3.10.9 After the bids (Technical and Financial) are scrutinized and the approval of Competent authority is taken for responsive and non-responsive bids, Earnest Money Deposit of the non-responsive bidder will be released within the next 15 working days through NEFT/RTGS after completion of due formalities.
- 3.10.10 The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on Award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderers shall be refunded (Without interest) only on receipt of Security Deposit as stipulated in the tender.

3.11 Forfeiture of Earnest Money Deposit (EMD)

The Earnest Money Deposit of the bidder shall be forfeited in the following cases :

- i) If any information and/or documents furnished by the bidder is found to be false/forged.
- ii) If the bidder withdraws his offer at any stage.
- iii) If the bidder fails to provide Performance Guarantee within 6 weeks of receipt of the award of License.

3.13 Performance Guarantee/Security Deposit:

- i) The successful Bidder shall within 4 weeks of the receipt of the Letter of Intent issued by the Port Authority a Performance Guarantee in the form stipulated in ANNEXURE-XII of this document which will be renewed from time to time till the expiry of the license period.
- ii) The performance Guarantee should be issued by Mumbai Branch of any Nationalized Bank or Scheduled Bank other than Co-operative Bank.
- iii) The performance Guarantee is liable to be forfeited, without prejudice to any other action the licensor may take for breach of any terms and conditions set out in this document.

3.12 Right to Accept or Reject the Tenders(s)

Notwithstanding anything contained herein above or elsewhere in the tender document, MBPA reserves the right to accept or reject any tender or all tenders or to cancel the tender process and reject all proposals at any time prior to the award of the license without assigning any reason and without incurring any liability to the tenderers.

3.13 Notification of Award of License

The successful tenderer shall be notified in writing as soon as the decision with regards to award of license has been arrived at by MbPA.

4. GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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4. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions and Interpretations:

1.1. Definitions:

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

(a) **"Employer"** means Board of Mumbai Port Authority, a body corporate under the Major Port Authorities Act.2021 (I of 2021), acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the said Board.

(b) **"Contractor"** means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.

(c) **"Sub-contractor"** means the person or persons, firm, corporation, joint venture or company to whom any part of the work under the tender is subcontracted by the contractor with the permission of the Employer. Sub-contracting will generally be for specialized items of work. Procurement of material, hire of equipment or engagement of labour will not mean subcontracting.

(d) The **"Engineer-in-Charge"** or **"Engineer"** means any subordinate officer nominated from time to time by the Chief Mechanical Engineer of the employer, with written notification to the Contractor, to act as in charge of works under this tender.

(e) **"Engineer's Representative"** means any subordinate Engineer or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in GCC Clauses 39.3 to 39.6.

(f) **"Work", "Supply" or "Services"** mean and include the goods / things / items to be provided / supplied and the work to be executed, services to be provided by the contractor in accordance with the contract as described in the Specifications including modified, extra and additional work to be executed under the contract and as per other documents forming part of Tendering Document.

(g) **"Contract"** means and includes Tendering Documents, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, if any, Drawings, Specifications, Bill of Quantities, Annexures, etc., any amendments thereto, Tender Offer, Letter of Acceptance and the Contract Agreement.

(h) **"Specifications"** means the specification referred to in the tendering documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.

(i) **"Drawing"** means the drawing annexed to the contract and any modifications of the same ordered or approved in writing by the Employer

or any further working drawing or sketches, which may be furnished or approved in writing by the Employer.

(j) **"Site"** means the land and other areas as identified by the Employer where the material has to be delivered and to be installed for the purpose of the contract.

(k) **"Writing"** means communicated in written form by printed and/or neatly typed on computer. Communication means message received by the Employer or received from Employer by mail, e-mail, fax, telex, courier, post with proof of receipt/ delivery.

(l) **"Day"** mean Calendar day, **"Month"** means Calendar Month.

(m) **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

(n) **"Approved/Approval"** means the approval in writing.

(o) **"Contract Price"** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(p) **"Variation"** means an instruction given by the Engineer for change in the nature/scope or quantity of Work.

(q) **"Completion"** means the fulfillment of the supply of material, erection or Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.

(r) **"Material" or "Goods"** means all of the commodities, raw material, machinery and equipment, and/or other items that the Contractor is required to supply to the Employer under the Contract.

(s) **"Commercial Use"** means, use of material or Goods, which the contractor contemplates or of which it is commercially capable after enacting at Project site.

1.2. Singular and Plural: Words importing the singular only also include the plural and vice versa where the context requires.

1.3. Applicability of Clauses / Conditions: All the clauses/ conditions of this 'Contract' are applicable for the subject tender work unless otherwise specified in Special Conditions of Contract.

2. Duties and Powers of Engineer's representative:

The duties of the Engineer's Representative are –

- to monitor and supervise the Works & workmanship employed.
- to test and examine materials to be used in the works.
- to direct removal of improper work and materials in connection with the Works.
- to take measurements of works and material.

- To ensure compliance of all the conditions of contract & specifications by the contractor.

3. Subletting and Partnership:

The Contractor shall not sublet the Works or any portion thereof without the written permission of the Engineer nor assign his right and interest in these presents, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract, without the written permission of the Engineer and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts defaults and neglects of any sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor/his agents, servants or workmen provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting under this Clause.

4. Extent of Contract:

The Contract comprises the construction, completion and maintenance of the Works and the provision of all labour, materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance of works up to Defect Liability Period.

5. Contract Documents:

5.1. Documents mutually explanatory:

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

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

1. Agreement
2. Letter of Acceptance and Notice to proceed, if any
3. Contractor's Tender Offer which is accepted by the Employer
4. Replies to Pre-Bid Queries and Addenda, if any
5. Special Conditions of Contract, if any,
6. General Conditions of Contract
7. Specifications
8. Drawings
9. Bill of quantities and
10. any other documents listed in the tender and forming part of the Contract.

5.2. Further Drawings and Instructions:

The Engineer shall have full power and Authority to supply to the Contractor from time to time during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out the works accordingly and be bound by the same.

5.3. Drawings for Temporary Works:

The Contractor shall submit to the Engineer for his approval and / or record full details and drawings of any temporary works/ working platforms etc. which he proposes to construct/ erect necessary for execution of works. These details shall be submitted well in advance before erection of any such Temporary works at site. The submission to and approval by the Engineer or Engineer's representative of such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract in connection with the Works or Temporary works.

5.4. Communications

Communication between parties is effective only when it is in writing. Electronic communication via mail, written communication with proper receipt shall be treated as valid communication between the parties. A Notice shall be effective only when it is delivered or on the Notice's effective date, whichever is later.

6. General Obligations:

6.1. Contract Agreement:

The successful tenderer will be required to enter into a formal Agreement with the Employer incorporating the documents detailed in clause No.1.1 (f) hereto before, with such modifications as may be necessary and the correspondence exchanged upto and including the stage of award of the contract and the letter of acceptance. The Contract Agreement will be prepared by the Employer as per the format enclosed as Contract forms. All costs, charges and expenses including stamp duty incurred in this connection shall be borne by the contractor. Until such Contract Agreement is executed, the acceptance of the tender in terms of the Contract as defined in Clause No.1.1 (f) shall be binding upon the MBPA & the Contractor. Contract agreement shall be executed within 60 days from the date of award or any extension granted whichever is later.

The Contractor's bills will not be passed for payment until the contract agreement is executed.

6.2. Security Deposits The security deposit for due performance of the contract shall comprise of the following.

- (a) Performance Security Deposit (PSD) equivalent to Ten percentage (10%) of the Contract Price in the form of Pay Order/Demand Draft/Bank Guarantee from the Mumbai office of any Nationalised Bank endorsed for payment in favour of the 'The Board of the Mumbai Port Authority'. Bank Guarantee from Scheduled/ Nationalised Banks shall be from the Mumbai Office of any Scheduled/ Nationalised Bank carrying on business in Mumbai and to be approved by the Employer. No costs/ charges will be recovered from the Contractor for approval of the Bank Guarantee by the

Employer's Chief Law Officer & Advocate but all other costs of and in respect of furnishing the Guarantee shall be borne by the Contractor. The format of Bank Guarantee towards Security Deposit is enclosed as Contract forms.

(b) The Bank Guarantee submitted for Performance Security Deposit is liable for encashment if the work is not completed satisfactorily.

(c) The Performance Security Deposit under (a) above, shall be lodged by the Contractor within 21 working days from the date of award of contract. Failure of successful party to lodge the required Performance Security Deposit shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until the defect liability period from the date of issue of completion certificate of this assignment and will be discharged thereafter. The Performance security deposit shall not bear any interest.

(d) Performance Security Deposit needs to be recovered initially and not from Running bills.

6.3 Delay/ Failure to lodge Security Deposit:

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

B. Delay in submission of Performance Security will carry 18 % interest per annum for delayed period.

C. Urgent works can be started immediately after placement of work order with specific approval of Engineer before submission of SD.

D. Before executing the Performance Guarantee on Stamp Paper, the successful Tenderer shall submit draft of the same to MbPA for approval which generally would not take more than 3 - 4 working days. Such days will not be considered for calculating delay in submission of SD.

6.4 Inspection of site:

The Contractor shall be deemed to have inspected and examined the site and its surroundings and have satisfied himself before submitting his tender regarding the nature and condition of structure, nature and scope of the work, materials necessary for the completion of the Works, the physical and climatic conditions there, the availability and conditions affecting labour, the facilities for obtaining materials necessary for the completion of the Works, the condition of the existing roads/ access, under-ground services etc. and shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender.

6.5 Sufficiency of tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the practicability and the suitability of the design and his method of working and to the correctness

and sufficiency of his tender for the Works; and the rates and prices stated in the Schedule of Quantities and Rates shall be held to cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of the work.

6.6. Work to the satisfaction of Engineer:

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

6.7. Programme to be furnished:

The execution of the works shall be so planned as to cause as little impediment as practicable to the working of the Port and other persons using the site and the organisations in the vicinity in general.

After the award of the contract, the Contractor shall prepare bar chart programme of work and will further breakdown his 'work/s' into weekly/ fortnightly/ monthly targets, as required by the Engineer's representative.

The progress of the work shall be reviewed periodically with reference to the bar chart programme of work. The programme shall be up-dated by the Contractor periodically so as to ensure completion within completion period and the Contractor must mobilise at no extra cost to the Employer, additional resources if required for completion of the whole work in the completion period.

6.8. Contractor's Employees:

6.8.1. The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works.

6.8.2. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person or Sub-Contractor employed by the Contractor in or about the execution or maintenance of the Work who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again reemployed.

6.8.3. Employment of retired Class-I Officers of MBPA:

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

6.9. Care of works:

6.9.1. From the commencement to the completion of the Work the Contractor shall take full responsibility to care the work and temporary work. In case any damage, loss shall happen to the Works or to any part thereof or to any temporary Works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions.

6.9.2. There are various utility services like oil pipe lines, electrical services, water mains, drainage lines, telephone cables etc. on site under the scope of subject work. These services shall be safeguarded and protected by the contractor at his own cost, during the execution of repairs works at locations and its surroundings where work is being executed. Any damage caused to a service, irrespective of the fact that the utmost precautions are taken to avoid damage shall be made good at the risk and cost of the contractor.

6.9.3. The Contractor at his own cost shall make such provisions for lighting the works, storage area and plant and shall provide all such marks and lights as may be required by the Engineer or any other Authority having jurisdiction in connection with the site together with all labour, stores and services required for their efficient working and use at any time of day and night. He shall require protecting and securing all places dangerous whether to the Contractor's workmen or to other persons until the work shall be handed over to the Employer unless the Engineer shall decide that such services are no longer required.

6.11. Insurance

Without limiting his obligations and responsibilities under Clause No.6.10 hereof the Contractor shall insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising for which damage he is responsible under the terms of Contract and in such manner that the Employer and the Contractor are covered during the period of construction of the Works and are also covered during the Defect Liability period for loss or damage arising from a cause occurring prior to the expiry of Defect Liability period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause No.10 hereof.

- a) the Works and the temporary Works to the full value of such works executed from time to time and
- b) the materials, constructional plant and other things brought on to the site by the Contractor to the full value of such materials, constructional plant and other things.
- c) Third party insurance: Against any damage, loss or injury which may occur to any property or persons inter-alia including any property of the Employer and any employee of the Employer by or arising out of the execution of the Works or temporary Works or in carrying out of the Contract. Third party Insurance policy shall be for an amount of Rs.25 lakh in any one incident and to be recouped after every incident till completion of the entire work.

Such insurance shall be effected with the General Insurance Corporation of India or other insurance company approved by the Employer and in terms approved by the Employer and the Contractor shall whenever require, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipt for payment of the current premium. All risk policy shall not cover Earthquake risk and STFI. All Insurance policy premiums shall be borne by the contractor.

6.11.1. Insurance against accident to workmen:

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

The Contractor shall insure against such liability with the General Insurance Corporation of India or other insurance company approved by the Employer and shall continue such insurance during the whole of the time that any persons are employed by him in the Works and shall when required produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium provided always that in respect of any persons employed by any Sub- Contractor the Contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such sub-Contractor to produce to the Engineer or the Engineer's Representative when required such policy of insurance and the receipt for payment of the current premium.

In case of department's requirement for early completion of work requires deployment of additional labour and the contractor is prevailed upon for additional labour deployment, the premium of additional policy/ies shall also be paid by the contractor

6.11.2. Insurance against war risk:

If during the course of Contract there occurs war or threat of war and the Government impose War Risk Insurance, in that event the Contractor shall take out War Risk Insurance.

6.11.3. Payment of insurance premia:

The premia and other charges for the various insurance policies required to be furnished by the Contractor under this tender shall be paid by the Contractor. No reimbursement will be made for any policy premium by MBPA

6.11.4. Remedy on Contractor's failure to insure:

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

6.12. Damage to persons and property:

6.12.1. The Contractor shall indemnify and keep indemnified the Employer against all losses and claim for injuries or damage to any persons or any property whatsoever which may arise

out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

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

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

6.13. Giving of notices and payment of fees:

The Contractor shall at his own expense give all notices and provide in his rates for the payment of all fees, income tax, import duties, and other charges, duties and taxes, GST required to be given or paid by an act of the Central or State Government or any regulation or bye-law of any local or any other statutory Authority in relation to the materials, labour and plant and all other things obtained by him or used by him for the execution of the works or temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or temporary works.

6.14. Compliance with statutes, regulations etc.:

The Contractor shall conform in all respects with the provisions of any such Statutes Ordinance or Law as aforesaid and the Regulations or Bye-laws or any local or other duly constituted Authority which may be applicable to the Works or to any temporary Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Statutes, Ordinance or Law, Regulations or ByeLaws.

6.15. Patents, Rights and Royalties:

The Contractor shall save harmless fossils and indemnify the Employer from and against all claims and proceedings for or an account of infringement of any patent rights, design trade mark or name or other protected rights in respect of any construction plant, machine, work or material used for or in connection with the works or temporary works or any of them and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the works or temporary works. The contractor shall also pay all royalties, rents and other payments for the disposal of material from demolition and other surplus material.

6.16. Interference with traffic and adjoining properties:

All operations necessary for the execution of the Works and for the construction of temporary Works shall so far as compliance with the requirements of the Contract shall be carried in such manner so as not to interfere unnecessarily or improperly with the public convenience or the

access to use and occupation of public or private roads and footpaths or to properties whether in the possession of the Employer or of any other person

6.17. Bribes, Commission and Corrupt Gifts:

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

6.18. Official secrets and drawings and photographs of works:

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

6.18.2. The Contractor shall not disclose the detail of drawings furnished to him and of Works on which he is engaged without the approval of the Engineer. No photographs of the Works or any part thereon or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his subcontractors' employees without the approval of the Engineer and no such photographs shall be published, or otherwise circulated without the approval of the Engineer.

6.18.3. Without taking any prior written permission from the appropriate Authority of MBPA, any kind of photography whether still or video / movie inside the Dock as well as anywhere in MBPA estate is prohibited

6.19. Precautions:

6.19.1. Anti-malarial precautions:

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the Site and all receptacles used for the storage of water must be suitably protected for this purpose. Any notice from MCGM PCO related to noncompliance of Mosquito prevention guidelines at site shall be contractor's responsibility and Contractor will be held responsible to comply and pay the fine to the satisfaction of PCO.

6.19.2. Precaution against air and water pollution:

Every precaution shall be taken by the Contractor to reduce air and water pollution resulting from his operations. He shall fully comply with the relevant provisions of the Maharashtra Prevention of Water Pollution Act, 1969 or subsequent legislation thereof.

6.20. Custom and Security requirements:

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

6.21. Water supply for construction purposes:

6.21.1. The contractor may seek fresh water for construction purposes from the Employer's water main existing in the vicinity of site on chargeable basis at the prevailing rates along with extra water charges if any levied by the MCGM. MCGM tested water meter and water supply network shall be arranged by the contractor as necessary. In case the water supply from Employers main is insufficient to meet the requirements at the site, the contractor shall make the arrangements at his own cost to bring fresh water from outside sources. Inadequate supply of water, if any, from Employer's water main will not be accepted as an excuse for delay or deficiencies in the work.

6.21.2. For obtaining water supply from Employer's water main, the Employer will provide a connection at suitable location from where the contractor will draw water for construction purposes. The contractor at his own cost lay and maintain the water pipe lines and storage tanks etc as may be required by him for further use. The charges for the water supplied by the Employer shall be recovered through the contractor's bills for the works. The Contractor shall at his own cost construct and maintain at the Site, to the approval of the Engineer, a temporary water storage tank of capacity sufficient to meet at least two day's peak requirements. The Contractor will not be permitted to commence, on any day, work requiring use of water, unless the temporary water storage tank provided as per (a) above is at least 3/4th full.

6.21.3. Water for construction and drinking purpose will be provided free of cost at JawaharDweep&PirPau depending on availability. (Not applicable to this tender)

6.22. Electric supply for construction purposes:

6.22.1. All costs in connection with the procurement of all electrical energy required for the construction and maintenance of the works shall be borne by the Contractor.

6.22.2. The Contractor may seek electrical energy for construction purposes from the Employer's electrical distribution system available at site on chargeable basis at the prevailing rates. In the event of non-supply or inadequate load from Employer's Electrical System, the contractor has to make his own arrangement to produce the required electricity at their cost.

6.22.3. In case of electric connection from the Employer's electrical network, the Electrical Department of the Employer will provide, at the cost of the Employer, a meter at the location of supply. The Contractor shall at his own cost, lay and maintain the cable and install and maintain a distribution board with good quality switch gear through a licensed electrical Contractor and the Contractor shall submit Insulation Test Certificate issued by the licensed electrical Contractor. The contractor shall approach Mechanical Engineering & Electrical Department (MEED) for electrical connection and make requisite security Deposit and complete the requisite formalities of MEED.

6.22.4. The Employer reserves the right to disconnect or switch off the electric connection given from its electrical network if

- (a) it becomes necessary to do so for maintaining electric supply to the Employer's installations
- (b) the Contractor's installation is defective
- (c) the Contractor fails to comply with any of the conditions under which the connection has been given.

In the event of disconnection/ switching off of the electric connection as above the Contractor will have to make his own arrangements at his cost for diesel generating sets etc. and the Contractor will have no claim to extra cost for completing the Works. In case of (b) above the electric supply will be restored only after the Contractor rectifies the fault and submits a fresh Insulation Test Certificate through a licensed electrical Contractor.

6.22.5. The electrical energy consumed will be charged on the basis of meter reading at the prevailing rate at the time of use. The Contractor shall fulfil all other formalities necessary for electrical connection, from the employer's electrical network.

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

6.23.1. General safety rules:

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

i. First-aid and industrial injuries:

1. Contractor shall maintain first aid facilities for his employees and those of his sub-contractors and also for Employer's representative working / supervising the work.
2. All critical industrial injuries shall be reported promptly to Employer, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

ii. No smoking:

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

iii. Contractor's Barricades and lights:

1. Contractor shall erect and maintain barricades and lighting required in connection with his operation to guard or protect,
 - i) Hoisting areas.
 - ii) Areas adjudged hazardous.

- iii) Employer's existing property subject to damage by Contractor's operations.
 - iv) Road, unloading spots.
 - v) Any other area directed by the Engineer.
- 2. Contractor's employees and those of his sub-contractors shall become acquainted with the Employer's barricading practice and comply with the provisions thereof.
- 3. Red flasher lanterns shall mark barricades and hazardous areas adjacent to but not located on normal routes of travel at nights.

iv. Scaffolding:

- 1. Suitable strong suspended or otherwise scaffolding should be provided for workmen for all works that cannot safely be carried out from the available access/approaches or from existing permanent structures.
 - 2. Scaffolding or staging and swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted braced and otherwise guarded at least 1 m. high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the structure.
 - 3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and should be closely boarded, should have adequate width and should be suitably fastened.
 - 4. Every opening in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
 - 5. Safe means of access shall be provided to all working platforms and other working places. Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceeding of law and that may be brought by any person for injury sustained owing to neglect of necessary precautions and pay any damage and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- v. Excavation and Trenching:
All trenches 1.2 Metres or more in depth, shall at all times be supplied with at least one ladder for each 50 Metres length or fraction thereof. Ladder shall be extended from bottom of the

trench to at least 1 Metre above the surface of the ground. The sides of the trenches, which are 1.5 Metres in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

vi. Demolition:

Before any demolition work is commenced and also during the progress of the work,

- i) All areas adjacent to the work site prone to accidents shall either be closed or suitably protected.
- ii) Sufficient care shall be taken for electric cable or apparatus which are potential source of danger
- iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire, explosion etc.

vii. Safety equipment:

1. All necessary personnel safety equipment like, safety belt, industrial helmet, gum boot, gloves another personnel protection equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
2. Workers employed on mixing chemicals, cement concrete, mortars etc. shall be provided with protective footwear and protective gloves.
3. Those engaged in white washing and mixing or stacking of cement or any materials, which are injuries to the eyes, shall be provided with protective goggles.
4. Those engaged in welding and cutting works shall be provided with face & eye shields and hand gloves.
5. Those engaged in works near any place wherever there is a risk of drowning, necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger. Besides above these workers shall be provided with lifesaving safety jackets to ensure flotation.

viii. General:

1. All ladders / temporary supporting platforms and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided near places of work.
2. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
3. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer or Safety Officer or their representatives.
4. Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or foot-paths at the site or in the vicinity thereto or any existing works whether the property of the Employer or of a third party.

5. In addition to the above, the Contractor shall abide by the safety code provision as per CPWD Safety Code and IS:3696 (Part-I and Part-II), IS:3764 and IS:4081.

6.23.2. Carrying out welding, gas cutting or other hot work:

Whenever welding, gas cutting or other hot work is to be carried out, the Contractor shall give at least one week's prior notice to the Employer's Port Safety & Fire Officer (and copy to Engineer's Representative) who in turn will issue the permission along with the guidelines and precautions required to be taken while carrying out the hot work. The Contractor shall at his own cost, immediately comply with all the requirements intimated to him, such as provision of fire buckets, water, sand, portable fire extinguishers etc. The Contractor shall not commence hot work until he receives clearance in writing from Employer's Port Safety & Fire Officer to do so. In case the hot work is required to be suspended for safety reasons, the Contractor shall immediately suspend the hot work upon receiving instructions from the Engineer's Representative and the hot work shall not be resumed until further instructions are issued by the Engineer's Representative to do so.

6.23.3. Facilities for works of other agencies:

The Contractor shall take care to see that his works do not, in anyway, hamper the concurrent progress of works of other agencies in and around the premises. The Contractor shall afford all facilities to them like lockable & open place for storing their materials, place for their site office, etc., as may be directed by the Engineer's Representative, so that they can concurrently carry on their works. These agencies will make their own arrangements for the security of their stores, works, offices, etc.

6.24. Lifesaving appliances and First-Aid equipment: The Contractor shall provide and maintain upon the works sufficient, proper and efficient lifesaving appliances and first aid equipment to the approval of the Engineer and Port Safety Officer.

6.25. Safety Measures

a) The contractor shall provide all safety equipment such as jacket, safety harness, safety shoes, helmet, gloves etc. to labourers engaged during the execution of work, to the satisfaction of the Engineer or his Representative and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the Contractor.

b) If the contractor does not follow the safety precautions as prescribed in the tender conditions/ instructed/ required as per construction practices, the contractor will be imposed a penalty of Rs.1,00,000/- per occasion.

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

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

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

7. Labour:

7.1. Compliance with statutes and payment of wages:

7.1.1. The Contractor shall make his own arrangements for the engagement of all labour preferably local.

7.1.2. The Contractor shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970 and any statutory amendment or re-enactment thereof for the time being in force.

7.1.3. The Contractor shall display on the site of the Work notices regarding wages etc. as are required under the law. The Contractor shall also maintain Wage Books and Wage Slips and other records concerning labour/ workers as are required under the law.

7.1.4. The Contractor shall submit periodical return records concerning the labour employed on the Works, to the Engineer's representative.

7.1.5. The Contractor shall ensure that none of his or his Sub-Contractor's employees camp at the site/ working area or at the Employer's lands/ premises without written permission.

7.1.6. The Contractor shall be responsible for the observance by his sub-contractors of the foregoing provisions.

7.1.7. The Employer shall have the right to deduct from the moneys due to the Contractor, any sum required or estimated to be required for making good loss suffered by a worker or workers by reason of non-compliance by the Contractor to the existing laws and regulations concerning the labour employed on the Work.

7.1.8. 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
- b. intimation of P.F. Registration code No.
- c. Registration with Employees State Insurance Corporation and submission of ESI code No and updating the contribution towards the ESIC,
- d. Workmen Compensation Policy shall be taken taken only in case of casual or daily wage labours not having ESIC
- e. Labour License shall be obtained if the deployed man power is more than 19,
- f. All the workmen shall be paid as per Minimum Wages Act.

- g. Payment to the workers shall be made through Bank accounts only;
- h. All the workmen should be covered under Life Insurance under Pradhan MantriBima 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 / E-shram cards.

7.2. Supply of drinking water to labour:

The Contractor as far as practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer's Representative an adequate supply of drinking and other water for the use of the Contractor's staff and workmen.

7.3. 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 municipal, medical or sanitary authorities for the purpose of dealing with and overcoming the same.

7.4. Disorderly conduct etc.:

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.

7.5. Accidents:

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the Work report such accidents to the Engineer and the Engineer's Representative. The Contractor shall also report such accidents to the concerned constituted authorities.

7.6. Wage clause:

(i) 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 minimum 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.

(ii) Wages, Books and Wage Slips: -

The Contractor shall maintain Wage book of each worker in such form as may be convenient but the same shall include the following particulars. i) Rate of daily or monthly wages. ii) Nature of work on which employed. iii) Total number of days worked during each wage period.

iv) Total amount payable for the work during each wage period.

v) All deductions made from the wages with all indications in each case of the ground for which the deductions are made.

vi) Wages actually paid for each wage period. A wage slip for each worker employed on the work.

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

(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 Engineer, MBPA or any other person authorised by him or on his behalf.

(vii) The Engineer, MBPA or any other person authorised by the Engineer on his behalf shall have power to make enquiries with a view to ascertaining and enforcement due and proper observance of the minimum 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 Engineer shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers for the reason of nonpayment 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 Engineer 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.

8. Materials and Workmanship:

a) Quality of materials, workmanship and tests:

i. All material and workmanship shall be of the respective kinds described in the Specification and in accordance with the Engineer's Instructions and shall be subjected from time to time to such test as the Engineer may direct at the place of manufacture or fabrication, on the Site or NABL approved Testing Laboratories. The scale of sampling and testing shall be as per norms prescribed by the Bureau of Indian Standard, and where not prescribed by BIS the same shall be as directed by the Engineer.

ii. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for inspection, sampling, measurement or testing any work and the quality, weight or quantity of any material used and shall supply

samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.

iii. The material under test shall be stacked by the Contractor separately and he shall not use a material unless and until it is tested and accepted by the Engineer or his Representative. In case of violation of this requirement by the Contractor, payment may not be made for the work executed with such materials. If the Contractor repeatedly violates the above requirement, the Employer will be at liberty to determine the contract and the Contractor will be responsible to the Employer for the damage thereby incurred by the latter.

iv. Acceptance/ rejection of the material(s) will normally be communicated to the Contractor as per the test result findings. Rejected material shall be removed from the site by the Contractor within three days of rejection or such period as may be specified by the Engineer or his Representative.

v. The Contractor shall arrange to test any of the materials/ finished items/ concrete cubes etc. as per relevant IS Specifications in NABL approved lab. All other costs (except the testing charges) i.e. cost of material, packaging, transportation etc. shall be borne by the Contractor. The testing charges shall be borne by the contract.

b) Access to place of manufacture/ works etc.:

The Employer and the Engineer and any person authorised by them shall at all times have access to the Contractor's plant, Works and to the site and to all workshops and places where work is being prepared or where material, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in obtaining right to such access.

c) Examination of work before covering up:

No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative. The Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work, which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work is ready or about to be ready for examination and the Engineer's Representative shall without unreasonable delay attend for the purpose of examining and measuring of such work.

d) Removal of improper work and materials:

The Engineer or his Representative shall, during the progress of the works, have power to order in writing from time to time.

- a. the removal from the site within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer or his Representative are not in accordance with the Contract, and

- b. the substitution of the materials so removed by proper and suitable materials, and
- c. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any Work which in the opinion of the Engineer or his representative is not in accordance with the Contract in respect of materials or workmanship.

In case of default on the part of the Contractor in carrying out such order, the Employer shall after giving a notice to the Contractor, be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recovered from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor.

e) Right to use before tests:

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

9. Commencement and Delays:

9.1. Release of site for carrying out the works:

The Contractor shall complete all initial formalities for the tender such as payment of Security deposit, taking out necessary insurance policies, Labour License etc. under this contract within 30 days after the date of receipt of the letter of acceptance of his offer. If the Contractor delays these activities, the contract will be liable for termination and the Earnest money deposited by him will be forfeited and the Contractor will be responsible for the losses suffered by the Employer.

The site will be released in whole/ parts immediately after Contractor fulfilling all above mentioned formalities. Provisions of clause 6.3 B & C may also be referred.

9.2. Commencement & execution of works:

Contractor shall commence the work immediately at the site or part site(s) released to them. The works shall be carried out as in the 'Schedule of Quantities & Rates' and as specified and as directed.

9.3. Remedy for Contractor's failure to make proper progress:

Upon the Engineer certifying that, in his opinion, the Contractor, after receiving from the Engineer a written notice,

- i. has suspended progress on any portion or any item of the Works for seven days, or
- ii. has failed to make proper progress on any portion of item of the works for seven days, or
- iii. has failed to complete any portion or items of the works by the time specified by the Engineer, or
- iv. has failed to remove from site within seven days, materials which have been condemned and rejected, or

- v.has failed to pull down within seven days and rebuild within the time stipulated by the Engineer, works which have been condemned and rejected, or
- vi.has failed to give to the Engineer or his Representative proper facilities for inspecting the works or any part thereof for three days, or
- vii.has failed to carry out proper tests for three days on any work or materials,

then the Employer, without restricting/prejudice to their rights under relevant Clause in the 'General Conditions of Contract' and without expelling the contractors from the site of works, without determining the contract and while permitting the Contractor to carry out other balance works under this contract, may carry out at the risk and cost of the Contractor

- a. the execution of such portion or items of the works which the Contractor has suspended or failed to make proper progress in or failed to complete within the specified time,
- b. removal of condemned and rejected materials from the site,
- c. pulling down and rebuilding of condemned and rejected work,
- d. the provision of proper facilities for inspecting the works, and
- e. Testing of any work or materials.

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

Further, MBPA reserves the right to debar/ blacklist the contractor for 3 years from taking up any MBPA works/ contracts.

9.4. Suspension of work on order of Engineer:

The Contractor shall on the written order of the Engineer or his representative suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer or his representative may consider necessary and shall, during such suspension, properly protect and secure the Work so far as is necessary in the opinion of Engineer or his representative and shall not resume the execution of the same until a written order is received from the Engineer or his Representative to proceed. Cost, if any, incurred by the Contractor in giving effect to the instructions of the Engineer or his Representative under this clause shall not be borne or paid by the Employer.

9.5. Completion Period:

9.5.1. The completion period for the work covered under this tender is mentioned in the tender Notice hereinbefore. The completion period will commence from the date of release of first part or full portion of the site. In case the site is released in parts due to site difficulties, for each part, the site release letter shall be issued with specific time period and works to be

completed with the approval of Engineer. Contractor shall ensure completion of works in released part of site. If the site is released in parts and completion period is over, then the work will not be treated as delayed and LD shall not be recovered from contractor's bill. However, in such cases invariably extension shall be processed for variation committee / competent approval at appropriate time. The time variation can be interim or final.

9.5.2. The work shall be completed in accordance with the provisions of the Contract with any authorised alterations, amendments, additions or omissions within the completion period stipulated or such further period as may be allowed by the Engineer under Clause No.9.6 hereunder and shall not be considered as completed until the Engineer has certified in writing that it has been completed to his satisfaction.

9.5.3. If the work is delayed beyond the completion period stipulated in the contract or extended period as may be allowed by the Engineer in accordance with Clause No.9.6 hereunder, the Contractor shall be liable to pay liquidated damage to the Employer as set out in Clause No.9.8 hereunder.

9.5.4. If the delay in completion of the work is more than twenty-five percent (25%) of the stipulated completion period, the contract is liable to be terminated.

9.6. Extension of time:

9.6.1. In the event of

- (i) any delay, impediment or prevention by employer
- (ii) Any extra or additional works
- (iii) Exceptionally adverse climatic conditions

(iv) Other special circumstances which may occur other than through a default of or breach of contract by the contractor or for which he responsible. which may occur be such as may in the opinion of the Engineer fairly entitle the Contractor to an extension of time for the completion of the work, the Engineer shall determine the period of such extension, subject to the condition that any and every extension of time granted by the Engineer shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual or possible loss/ damage or injury sustained or sustainable by the Contractor in respect of the cause or causes giving rise to such extension. Provided further that the Engineer is not bound to take into account above circumstances / event unless the Contractor has within 28 days after such circumstances / event have arisen or as soon thereafter as is practicable delivered to the Engineer's Representative particulars of any claim to an extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

9.6.2. As per MbPA transparency plan, the extension in completion period will be initially approved by HOD subject to recovery of LD and will be sent for audit concurrence. On receipt of audit concurrence, the proposal will be put-up to variation committee. Based on recommendations of variation committee, it will be put up for competent sanction. This complete process will take about 60 days' time which the contractor shall note.

9.7. Working hours:

The Working Hours shall normally be from 09.00 A.M. to sunset. No work shall be carried out between sunset and 09.00 A.M. and on Sundays and on public holidays except with the previous sanction in writing of the Engineer or his Representative. However, granting of such permission will be entirely at the discretion of the Engineer or his Representative and cannot be claimed by the Contractor as a matter of right. The refusal to grant such permission will not be accepted as a ground or excuse for not completing the Works within the contract period stated above or as a ground for the Contractor to claim additional payment. However, the timing of the place of work/ office/ hospital shall be followed for working in coordination with the concerned staff thereat.

9.8. Liquidated damages for delay in completion:

1. If the Contractor fails to complete the Work within the time prescribed in the Contract or extended time as may have been granted by the Engineer, then the Contractor shall pay to the Employer, liquidated damages for such default (and not as a penalty).

2. The Liquidated Damages for delay to complete the work covered under this contract shall be 1/2 % (0.5%) of the contract price for delay of each week or part thereof in completion of work subject to a maximum ceiling of 10% of the contract price. Provisions of clause 9.5.1 shall also be considered while framing L.D charges.

3. However, if the work is delayed by more than 25% of the contracted completion period of that part, the contract for that particular part is liable to be terminated and the balance work of that part are liable to be got completed by Mumbai Port Authority through any other agency at the risk and cost of the defaulting Contractor. In such cases the contractor will be debarred for a period of three years.

4. The Employer may without prejudice to any other method of recovery deduct the amount of such damages from moneys in his hands due or which may become due to the Contractor from this contract only. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works under tender or from any other of his obligations and liabilities under the Contract.

9.9Certificate of substantial completion of works:

9.9.1 As soon as, in the opinion of the Engineer the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the Contract, and the site shall have been handed back by the Contractor to the Employer, the Engineer may on receiving a written undertaking by the Contractor to finish all outstanding work during the first two months of Defect liability period, issue a certificate of substantial completion. The Defect Liability Period for the Works shall commence from the date of such certificate. In the event of the outstanding works not being completed within two months from the date of issue of the Substantial Completion Certificate, the Work shall be deemed not to have been taken over on the date of the Substantial Completion Certificate and the Defect liability period thereof shall begin only when the outstanding works are completed in all respects and handed over to the Engineer.

9.9.2 The issue of such certificate of Substantial Completion is a matter to be decided by the Engineer in his absolute discretion and the discretion will be exercised in cases of the following types.

(i) Work has been completed to such an extent that the Employer is enabled to occupy and make gainful use of it to the extent he intended to and such gainful use can be made by him without being unduly inconvenienced by concurrent execution of the balance of works by the Contractor.

(ii) The work has been absolutely handed over to another agency and the balance of works is small and the Contractor cannot undertake these small balance works efficiently concurrently with the work of the other agency.

9.9.3 In cases where the Engineer decides that the circumstances justifying issue of certificate of Substantial Completion do not exist, the date of completion means the date on which the work has been completed in all respects (barring rectification of minor defects, which rectification does not interfere with the gainful use.

10. Maintenance and defects:

10.1. Defect during execution:

The Contractor shall at his own cost and within three days after notice in writing to that effect has been given, commence to re-execute such portion of the works under each part of the tender as the Engineer or his Representative may consider have been executed in an unsatisfactory manner, even though the works may have been previously passed, or even if the Contractor's attention had not been previously drawn to the unsatisfactory nature thereof. No certificate that may be granted by the Engineer to the Contractor under these presents shall relieve the Contractor from his liability for and in respect of unsound work discovered prior to the date of issue of the final certificate.

10.2. Defect liability period:

(Refer Cl. No. 10.2 of SCC)

As specified in SCC.

10.3. Repair and remedies

during defect liability period:

During the Defect Liability Period, the Contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be instructed to the Contractor in writing by the Engineer. Such repair or remedial measures shall be attended within fourteen days from the date of receipt of written instructions.

As regards to the procedure of carrying out the repair/s, rectification and making good of defects, the decision of Engineer shall be final and binding upon the Contractor. The works carried out during the Defect Liability Period shall also be maintained till the end of Defect Liability Period.

10.4. Cost of repairs and remedies:

All such work of repairs and remedies shall be carried out by the Contractor at his own expense, if in the opinion of the Engineer, the same is due to the use of materials or workmanship not in accordance with the Contract or due to neglect or failure on the part of the Contractor to comply with any obligations expressed or implied under the contract.

10.5. Remedy on Contractor's failure to carry out work as required:

If the Contractor fails to do any such work of repairs and remedies and as required by the Engineer, the Employer shall be entitled to carry out such work by his own workmen or through other Contractor. The cost so incurred shall be deducted from contractor's retention money or any money's due or that become due to the Contractor.

11. Additions, Alterations and Omissions:

11.1. Variations:

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

- a. Increase or decrease the quantity of any work included in the Contract.
- b. Deletion of any work.
- c. Change the character or quality or kind of any work.
- d. Change the levels, lines, position and dimensions of any part of the

Works, and

- e. Execute additional work of any kind necessary for the completion of the Works.

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

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

(iii) The valuation of extra item / substituted item / modified item shall be made in accordance with Clause No.11.2 hereunder, provided that the varied work has been executed with the prior approval of the Engineer.

(iv) If extra item / substituted item / modified items are executed by the Contractor without the prior approval of the Engineer, such work is liable to be rejected and shall be re-executed by the Contractor at no extra cost. However, the Engineer, at his sole discretion, may accept such works, but the payment for the same will be made after reduction of ten percent (10%) from the valuation of such works made as per Clause No.11.2.

11.2. Valuation of extra item / substituted item / modified item:

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

- a) From a similar item if such an item exists in the tender.
- b) From a comparable item, if such an item exists in the tender.

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

- c) From a similar or comparable item from the Mumbai Port Authority Schedule of Rates.
- d) From actual direct costs of labour and materials consumed and with an allowance of 15% towards contractors' profit and overhead.

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

Provided that no increase of the Contract price under this clause of variation of rate or price shall be made unless as soon after the date of the order as is practicable, and in the case of extra or additional work before the commencement of the work or as soon thereafter as is applicable, notice shall have been given in writing:

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

If the valuation of rates of extra items/ substituted/ modified items are determined as per Clause Nos.11.2(a), 11.2(b) & 11.2(c) then the percentage on total amount/ offered/ quoted by the Contractor above or below the estimated cost put to the Tender shall be applied to these rates and if the valuation of rates of extra items/ substituted items are determined as per Clause Nos.11.2(d) & 11.2(e) then the percentage on total amount/ offered/ quoted by the Contractor above or below the estimated cost put to the Tender Notice, shall not be applied to these rates.

11.3. Payments for extra work:

The contractor shall send to the Engineer once in every month an account giving particulars (as full and detailed as possible) of all payments for any additional works to which the contractor may consider himself entitled and of all extra and additional works ordered by the Engineer which he has executed during the preceding months and no claim for payment for any such works will be considered which has not been made within such time as may be possible for the Engineer to physically check the said extra or additional work done by the

contractor. Provided always that the Engineer shall be entitled to authorise payment to be made for any such works notwithstanding the contractor's failure to comply with this condition, if the contractor has at the earliest practicable opportunity, notified the Engineer that he intends to make a claim for such works.

12. Plant, temporary works and materials:

12.1. Exclusive use for the works:

All Construction Plant, Temporary Works and materials provided by the Contractor shall when brought on to the site be deemed to vest in the Employer and the Contractor shall not remove the same without the consent in writing of the Engineer's representative. Provided that nothing contained in these conditions shall prevent the Employer from retaining on the site for the due completion of the Works any item of construction plant, Temporary Works and materials after the happening of any event, which gives to the Engineer the right to exclude the Contractor from the site and proceed with the completion of the Works. Upon the completion of the Works, or certification by the Engineer that the plant, Temporary Works or materials are no longer required for the Works, the same shall be deemed to re-vest in the Contractor, who may then remove them from the site of work within the period stipulated by the Engineer.

12.2. Removal of plant etc.:

Upon completion of the works, the Contractor shall remove from the site all the said construction plant and temporary works remaining thereon and any unused and surplus materials provided by the Contractor and rubbish of every kind and leave the whole of site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. If the Contractor fails to remove any of the said construction plant, temporary works or unused materials or rubbish within such reasonable time after the completion of the Works as may be allowed by the Engineer, then the Employer may sell the same and shall after deducting from the proceeds, the costs, charges and expenses of and in connection with such sale, pay the balance if any to the Contractor.

12.3. Employer not liable for damage to the plant etc.:

The Employer shall not at any time be liable for the loss or damage of said construction plant, temporary Works or materials.

12.4. Employer's plant and equipment:

The Contractor may be permitted the use of the Employer's plant and other equipment (if the same can be conveniently spared) only on payment of deposit and such charges as may be determined, and on execution of Agreements as may be prescribed by the Employer. Such plant and equipment will be given on commercial terms as applicable to other users.

While using the equipment the Contractor shall carry out such directions as may be given by the Docks Manager or other office in-charge of such equipment and pay to the Employer the charges that are due but in event of his failure to do so, the amounts due shall be recovered from any amount that shall become due and payable to the Contractor.

The Employer does not guarantee availability of his plant and equipment for use by the Contractor.

Presently, MBPA weigh bridges only are available for material weighment.

13. Measurement:

13.1. Quantities:

The quantities set out in the Schedule of Quantities and Rates are the estimated quantities and are liable to altered or omitted to any extent.

13.2. Works to be measured:

The Engineer shall ascertain and determine by measurement, the value of the work done in accordance with the Contract. From time to time during the execution of the works and whenever required by the Engineer or his Representative, detailed measurements of any part or parts of the Work shall be taken jointly by the Engineer's Representative and the authorised representative of the Contractor. If any work is likely to be covered up or put out of view the Contractor shall give due notice to the Engineer's Representative to enable him to examine and measure such work before it is covered up or put out of view (see Clause No.8.C of 'Conditions of Contract'). The Contractor shall provide qualified staff and appropriate equipment to assist the Engineer or his Representative in taking such joint measurements and shall furnish all particulars required by either of them. The measurements will be recorded by the Engineer's Representative in the Measurement Books, which shall be countersigned by the authorised representative of the Contractor at the time of recording the measurements.

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

Should the Contractor or his authorised representative fail to forthwith attend for taking the measurements along with qualified staff and appropriate equipment after having been intimated by the Engineer or his Representative, and/ or fail to countersign the measurements in the Measurement Books, and/ or fail to submit to the Engineer, in writing, within one week from the date of the measurement, the details of the points of differences claimed, if any, then the measurements taken and recorded by the Engineer's Representative shall be taken to be the correct measurements which shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Should the Contractor fail to give due notice to enable the Engineer's Representative to examine and measure works before the same are covered up or put out of view, such work will not be measured and the Contractor shall have no right to claim payment for the same.

The authorised representative of the Contractor is also required to countersign the Progress Books, cement register, material register and all other record books, in which the Engineer's Representative records the progress in connection with the contract work. In case the contractor's representative does not countersign the above records, the records maintained by the engineer's representative shall be treated as final and binding on the contractor.

13.3. Method of measurement:

The Works shall be measured net, notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

14. PRICE VARIATION & PRICE ADJUSTMENT: (This Clause not applicable to this Tender)

14.1 The Contractor will be paid Price Variation for the labour & material components and Price Adjustment for Bitumen in accordance with the following formula:

14.2

PRICE VARIATION

(I) (A) Formula for Labour Component

$$V_1 = 0.85 \times (R - C) \times \frac{K_1}{100} \times \frac{I - I_0}{I_0}$$

Where

V_1 = Amount of variation payable for a value R of work done.

R = Value of work done during the period under consideration.

C = Cost of Bitumen calculated on star rate for quantity as per mix design/ technical specifications, incorporated in to the work during the period under consideration to be taken from (II) A.

K_1 = Percentage of Labour Component to be taken as 25%.

I_0 = Basic Consumer Price Index for Mumbai Centre (Base 2012 = 100) for industrial workers declared as per the Labour Gazette, published by the Commissioner of Labour, Government of Maharashtra as prevailing on the Base Date (28 days prior to the last date for submission of the Tender).

I = Average Consumer Price Index for Mumbai Center (Base 2001 = 100) for industrial workers declared by Labour Gazette, published by the Commissioner of Labour, Government of Maharashtra for the period in which the value R of work is done. If the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for I.

(I) (B) Formula for Balance Material Component (excluding Bitumen).

$$V_2 = 0.85 \times (R - C) \times \frac{K_2}{100} \times \frac{M - M_0}{M_0}$$

Where

V_2 Amount of variation payable for a value R of work done on account of material.

R = Value of work done during the period under consideration.

C = Cost of Bitumen calculated on star rate for quantity as per mix design / technical specifications, incorporated in to the work during the period under consideration to be taken from II A.

K_2 = Percentage of Material Component to be taken as 70%.

M_0 = Wholesale price index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India as prevailing on the Base Date (28 days prior to the last date for submission of the Tender).

M = Average wholesale price index for all commodities prepared by the office of Economic Advisor, Ministry of Industry, Government of India, during the period under consideration. If the period covered by a bill does not coincide with a calendar month, then weighted time average for the period will be taken for M.

Formula for Petrol, Oil and Lubricant (POL) Component

(I) (C)

$$V_3 = 0.85 \times (R-C) \times \frac{K_3}{100} \times \frac{P - P_0}{P_0}$$

Where

V_3 Amount of variation payable for a value R of work done on account of POL component.
 R = Value of work done during the period under consideration.

C = Cost of bitumen calculated on star rate for quantity as per design mix/ technical specification, incorporated in to the work during the period under consideration to be taken from

II A.

k_3 = Percentage of POL Component to be taken as 5%.
 P_0 = Star Rate for HSD.
 P = The price declared by IOC/HPCL/BPCL of HSD for

Mumbai

during the period under consideration.

14.3 (II) (A) Price Adjustment for Bitumen

After removal of actual cost of bitumen for B above, price adjustment for the cost of bitumen will be made as follows:

$$P_b = Q_b \times R_s \times \frac{B_1 - B_0}{B_0}$$

Where

P_b = Price adjustment on account of variation in price of bitumen.
 Q_b = Quantity in MT of Bitumen consumed as per the design mix/ technical specification for actual weight of asphaltic material laid in the work during the period under consideration.
 R_s = Rate per MT of Bitumen prevailing on the Base Date i.e. Star

Rate.

B_1 = The price declared by IOC/HPCL/BPCL (depot) of Bitumen at Mumbai from the day on which price rise announced during the period under consideration.

B_0 = Star Rate for Bitumen.

14.4 (A) The quantity of bitumen shall be worked out based on the percentage of bitumen specified in the mix design / Technical specifications for asphaltic materials like mastic asphalt, asphaltic macadam and asphaltic concrete.

(B) The time of completion of the contract shall mean the period commencing from the date of the commencement of the contract and ending on the date when the time allowed for the work specified expires, taking into consideration the extension of time, if any, for completion of the work granted by Engineer under the relevant clause or the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.

The decision of the Engineer as regards the time of completion of the contract shall be final, conclusive and binding on the contractor, where compensation for delay is levied on the contractor on account of delay in completion or inadequate progress under the relevant contract provision the escalation amount for the balance work from the date of levy of such compensation shall be worked out as follows:

(a) Indices I, M, P, I_c, I_s and B₁ will be pegged / freeze to the levels corresponding to the date from which such compensation for delay is levied.

(b) Pegged indices as well as actual indices prevailing at the time of calculation of escalation for the period under consideration will be compared and lower of the two will be taken for calculating actual escalation amount.

(c) The price variation under this clause shall not be payable for the extra items required to be executed during the completion of the work, where the rates payable for the extra items are to be fixed as per the current market rates provided under relevant clause of Conditions of Contract.

(d) This clause is operative both ways, i.e. if the price variation in the said Wholesale Price Index for all commodities, Consumer Price Index (New Series) or price of HSD of Mumbai or bitumen is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side, the MBPA shall be entitled to recover the same from the contractor and the amount shall be deductible from the Contractor's bill for the respective period in which there are fluctuation.

(e) In order to facilitate computation of price variation to be made under this clause the contractor shall keep such books of accounts and other documents as are necessary. The contractor shall allow inspection of the same by a duly authorised representative of the Port and shall at the request of the Engineer may require, true copies of any document so kept and such other information as the Engineer may require for verification.

(f) Calculation of Price Variation and Price Adjustment amount at the time of preparation of interim measured and final bill will be based on confirm indices and the prices of the POL products and bitumen products declared by IOC/BPCL/HPCL.

(g) Save and except for what is provided in the foregoing clause, nothing herein shall be construed to entitle the Contractor to reimbursement of any increase in the price of materials or in the wages of labour occurring at any time and for any reason whatsoever, including the imposition of any tax, duty or fee or an increase in the price of any petroleum product, coal, electricity or water effected by or under the order of the Central Government of a State Government.

(h) In case of Marine works, the Price Variations and Price Adjustments formulae will be similar as detailed in Para 2 above and the cost quoted by the contractor for mobilisation and demobilisation shall not be considered for calculation of Price Variations.

15. Certificates and Payments: (a) Mode of payment:

- i. Payment will be made for the completed work as per Bill of Quantities / specifications etc. or/and as specified in SCC. Payment will be made normally within 30 working days after submitting the bill along with all the relevant documents.
- ii. The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract and during the completion period shall be reimbursed by the Employer on production of documentary evidence. In case of any change and revision in any taxes duties & other statutory levies etc. and/or withdrawal / abolition of any taxes, duties and other statutory levies etc. the contractor will give due rebate as would be effected by such revision / withdrawal / change.
- iii. The Engineer may give any certificate, make any correction or modification in any previous certificates which have been issued by him and payments shall be regulated and adjusted accordingly.
- iv. Any statutory deductions such as Income Tax, Goods & Service Tax or any other levy of taxes and duties imposed by any Government authorities from time to time shall become applicable. Payment of all Port dues and any other amounts / charges those are due shall be recovered from the contractor's bill.

(b) Refund of security deposits:

Upon the Engineer certifying in writing that the Works have been completed, the Performance security deposit (PSD) 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 Engineer and after the expiry of the period of maintenance, the Engineer shall upon receipt of a written application, refund to the contractor, the said Performance Security (Security Deposit) of three percent of the contract value after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract.

ii) The Performance Security (Security Deposit) shall not be refunded except with the prior permission of the Engineer & unless and

until the contractor complies all the requirements of ESIC as mentioned in Tender Notice and after adjusting estimated/ actual expenditure incurred by Mumbai Port Authority for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract. The Employer 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.

(c) No interest payable:

No claim for interest from the contractor will be entertained by the Employer in respect of any deposits or with respect to any moneys or balances which may be in the hands of the Employer owing to any dispute between the Employer or the Engineer and the Contractor, or with respect to any delay on the part of the Employer in making monthly or final payments or otherwise.

16. Remedies and Powers:

16.1. Employer's lien:

The Employer shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these presents, and/or also on and over the deposit or security amount or amounts paid under the Contract and which may become repayable to the Contractor under the conditions on that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other, and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.

16.2. Damages and forfeiture of security deposit:

In case of failure on the part of the Contractor at any time during the currency of the Contract to comply with any of the conditions herein contained or in case of any breach of any of the terms and Conditions of the Contract or if the Employer shall enter and determine the Contract under relevant Clause above no right of action for any work done or for materials or plant of which the Employer may have taken possession in accordance with relevant Clause in any other respect shall arise until the Engineer has certified that the Work has been satisfactorily completed and the costs of completion and penalties due for delay in completion and the periodical payments which have been made to the Contractor have been ascertained and the amount thereof certified by the Engineer in writing.

The Contractor shall be liable to make good to the Employer the difference, if any, between the costs of the completion of the Works by the Employer or through other Contractors as aforesaid and the costs on the basis of the Schedule of Quantities and Rates hereunder and all other charges and expenses as shall or may in anyway be incurred or sustained. The Employer shall be at liberty to retain the said sums from any amount that shall become due and payable to the Contractor under this or any other contract without prejudice to the provision hereof. The Employer shall be entitled to forfeit the Security Deposit lodged by the Contractor with the Employer and the Retention Money retained by the Employer under Clause 6.2 above or to assess the loss or damage which the Employer has suffered by reason of such failure or breach and to appropriate the said Security Deposit towards such loss and damage without recourse to a Court of Law and without prejudice to any right of recovery by and any other means.

If however, upon this being done, it appears from the Engineer's certificate that the aggregate amount of the cost of construction and the penalty if any payable by the Contractor is less than the sum which will be justly due to the Contractor in respect of the work actually executed by him upon the basis of the rates and prices hereunder written then the Employer shall pay the balance to the Contractor within a reasonable time after the issue of such certificates and if it so appears that such amount is more the sum aforesaid then the balance shall be paid by the Contractor to the Employer.

16.3. Extras Expenses:

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

17. Law and Language:

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

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

18. Engineer Decision Final

The whole of the work under this contract shall be carried out under the direction of the Engineer and his decision upon all questions relating to the details of construction or the meaning of the drawings, conditions of contract, Specifications, Schedule of quantities and rates and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contract or any clause therein shall be final and binding upon the Contractor whether such decision shall have 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.

19. Notice to Statutory bodies:

The Contractor shall give the notices to traffic police, municipal corporation, police, and other statutory and non-statutory authorities, etc. that may be required by law and obtain all requisite licences for temporary obstructions, enclosures and for any other purposes whatsoever and pay all fees, taxes and charges which may be leviable on account of his/ their own operations in executing the contract.

The contractor shall also give notices to Central Industrial Security Force (CISF), other department, MSSC, Local Police, Port Department and Port Fire and Safety Officer of Mumbai Port Authority and shall abide by their terms and conditions.

20. Safety of existing services:

The Contractor shall take due care and adopt such measures to ensure that the existing underground utility services of Mumbai Port Authority as well as other Public Utility Bodies

viz. TATA,BEST,MTNL,MCGM etc. are not damaged during the execution of the work. Exact location and nature of a service shall be ascertained by the contractor from the concerned agencies by taking trial pits at strategic points as directed by the Engineer or his representative. The work in the vicinity of such services shall be carried out to meet the specific requirements of the concerned Authority to which the service belongs. Any damage caused to a service, irrespective of the fact that the utmost precautions are taken to avoid damage shall be at the entire risk and cost of the Contractor.

21. Contractor’s site office:

The contractor will be allowed, rent free, the use of such ground, as is available at or near the site of work, for his site office, Laboratory& store, as in the opinion of the Engineer’s Representative may be absolutely necessary for the execution of works. In case if the contractor desires to have store/ office in MbPA residential buildings and in the absolute discretion of the Engineer, such rooms will be allotted to the contractor subject to the availability and recovery of rental charges as per MbPA rules. The electricity charges shall be recovered at the prevailing MBPA rates from the running bills. If allotted such units shall be vacated within 30 days of the completion of contract period failing which penal rent as per MbPA rules will be recovered from the contractor. The maintenance of such units shall be the sole responsibility of the contractor.

22. Removal of Surplus Excavated Materials & Debris:

All the surplus excavated materials/ debris/ cement plaster/ brick bats/concrete/ wooden scrap materials/ scrap etc. after back filling and debris arising out of the work as ordered by the site Engineer shall be removed by Contractor by making necessary arrangement to dispose it to BMC dumping ground at Deonar or any notified dumping grounds in full lorry load as per the procedure laid down by MbPA. The material shall not be dumped anywhere in Mumbai Port Authority Estate. If any of such materials are found dumped anywhere in Mumbai Port Authority Estate, a fine of Rs.50,000/- per lorry load will be recovered from the Contractor.

23. Records:

The contractors Site Engineer shall assist Engineer’s representative to record, keep and maintain progress book, work instruction book, materials, instruction register, hindrance register, work diary, and all such other records as per CVC guidelines and Third Party (Inspection. Such records shall be updated daily and submitted for verification by the Engineer.

24. Facilities to be provided by the Contractor:

24.1. Site Office for MbPA Engineer
Incharge: (Not applicable to this tender)

Subsequent to award of work within 15 days, the contractor at his own cost shall furnish& maintain site office as directed including necessary electrical fittings and fixtures, for the exclusive use of Engineer and his representative during the tenure of contract and extended period. Each site office shall be of min 10’ x 20’ size Porta cabin and equipped with the following facilities:

Sr. No.	Item	Qty.
1.	Pedestal Fans	2
2.	Tube lights	3
3.	Tables of size 4’6” x min 2’6” feet with storage	2

4.	NEW 1.0 Ton Split AC of approved manufacturer	1
5.	Aqua guard water filter or equivalent	1
6.	Steel cupboard with locking arrangement. 3'x 6'	1
7.	White board	2
8.	Executive Chairs revolving	2
9.	Visitor chairs	6
10.	Desktop Computer – Pentium i7 or higher version with licensed O S, licensed antivirus along with Printer scanner copier	1
11.	Office stationary.	as required

Note:

1. Contractor shall arrange at his own cost the cleaning, maintenance and up keep of this site office during the currency of the contract. After completion of the contract the Desktop Computer and printer shall be handed over to MBPA. The electricity and water supply for site office of Engineer in-charge shall be supplied by the Mumbai Port Authority free of cost if available in the vicinity.

2. For works costing more than five crores, contractor shall provide one trained computer clerk for entire contract period and extended contract period.

25. Adjustments for Changes in Legislation:

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the laws (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official government interpretation of such

law, made after cut off date (i.e. 28 days prior to submission of tender), which affect the contractor in the performance of his obligations under the contract.

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

26. Force Majeure

(A) 'Force majeure' means conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

(B) No Breach of Contract:

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

(C) Measures to be taken:

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.
- A party affected by an event of Force Majeure shall notify other party of such event as soon as possible, and in any event not later than 30 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of the normal conditions as soon as possible.
- The parties shall take all reasonable measures to minimise the consequences of any event of force majeure.

27. Use of MbPA weigh bridges:

The contractor shall be permitted free use of Mumbai Port Authority weigh bridges for weighment of materials. However, in case the said weigh bridges are out of order / not available for whatsoever reason, the contractor will be allowed to weigh the asphaltic materials at private weigh bridges at their cost.

28. As made drawing and progress photographs:

i) On work completion, contractor shall submit as made drawings in soft and hard copy format. The same will be checked by the engineer and will be corrected by contractor if necessary. As made drawings will generally be required for new / replacement works.

29. Claim, dispute and Arbitration

(Arbitration applicable for works costing more than Rs.5.0 Cr)

Following procedure will be adopted for settlement of Claims, Disputes etc.

30.1 Engineer's Decision:

If a dispute of any kind whatsoever arise between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy of the other party. Such reference shall state that it is made pursuant to this clause. No later than the eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

If either the employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the eighty – fourth day after the day on which he received the reference, then either the Employer or the Contractor, may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement or the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 30.4, no arbitration in respect thereof may be commenced unless such notice is given.

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

30.2 Amicable Settlement:

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 30.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the FiftySixth (56) day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

30.3 Conciliation and Settlement Committee

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 30.1, and

- (b) Amicable settlement has not been reached within the period stated in Sub Clause 30.2.

shall be settled, unless otherwise specified in the contract through the Conciliation and Settlement Committee .

30.4 Arbitration:

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 30.1,
- (b) Amicable settlement has not been reached within the period stated in Sub Clause 30.2,
- (c) CSC settlement has not reached

shall be finally settled, unless otherwise specified in the contract, under the Government of India's Arbitration and Conciliation Act, 1996 by one or more arbitrators appointed under such act. The said arbitrator(s) shall have full powers to open up, review and revise any decision, opinion or instruction or determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence nor did arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 30.1. No such decision shall disqualify the arbitrator/s on any matter whatsoever relevant to the dispute.

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

The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The arbitrators shall be deemed to have entered on the reference on the dates they issue notice to both the parties fixing the date of their first hearing. The venue of arbitration shall be Mumbai, India. The fees, if any, of the Arbitrator(s) if required to be paid before award in respect of disputes is made and published, shall be paid half by each of the parties.

30.4. Failure to comply with Engineer's decision:

Where neither the Employer nor the contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 30.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with SubClause 30.3. The provisions of sub-clause 30.1 and 30.2 shall not apply to any such reference.

30.5 Progress of work not be interrupted

The Contractor must at all times fulfill his obligations under the Contract and shall not slow down or stop the progress of work during the period any dispute is under settlement either through reference to the Engineer or through arbitration pursuant to the last preceding clause. Even if the works to be carried out during such a period involve matters under dispute, the Contractor shall nevertheless proceed with the works as per direction of the Engineer, pending settlement of the dispute. Failure of the Contractor in this respect shall constitute default on his part and render him liable to actions under the provisions of Clause 32.

30.6 Venue of Arbitration Proceedings

The venue of arbitration proceedings will be Mumbai.

30.7 Fees and Expenses

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

30.8 Provided always as follows:

30.8.1 Nothing of the provisions in clause no. 30.1 to 30.7 herein above would apply in the case of contracts where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.5,00,00,000/- (Rs. Five Crore). In such cases the decision of the Engineer shall be final with an appealing Authority as Chairman of the Port. The decision of the Chairman shall be binding upon the Contractor.

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

30.8.3 Contractor's dispute, if any, arising only during the maintenance period stipulated in the contract, must be submitted to the Engineer, with detailed justifications in the context of contract Conditions, before the final completion of the work. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after the completion of the work.

30.8.4 Contractor's claim / dispute raised beyond the time limits prescribed in Clauses 30.8.2 and 30.8.3 shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

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

31. Space for material storage, Labour Camp & Residential Accommodation

With the approval of Engineer, contractor will be allowed to use MBPA vacant plot / premises up to 200 Sq. M. area for labour camp and or material storage free of cost provided such vacant plot is available for the purpose. Period of occupation of such plot shall be contractual / extended completion period. Contractor shall be liable to pay penalty of Rs. 5000/- per day if he fails to vacate the MBPA plot within 10 days after contractual completion date. If it is found that the space is occupied by the contractor after completion of 40 days of contractual completion, the same will be vacated by MBPA Authority at the risk and cost of the contractor and such contractor will not be considered for facility in future works.

The Contractor will not be permitted to establish his labour camp and residential accommodation for his staff in Custom notified area.

32. TERMINATION

32.1 Termination for Default

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

a. if the Contractor fails to execute the works or deliver any or all of the material within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to Clause 9.6;

b. if the Contractor fails to perform any other obligation under the

Contract; or

c. if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in Clause 33, in competing for or in executing the Contract.

(b) In the event the Employer terminates the Contract in whole or in part, pursuant to Clause 32.1(a), the Employer may execute or procure, upon such terms and in such manner as it deems appropriate, material or works or related services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar material or works or related services. However, the Contractor shall continue performance of the part of the Contract which is not terminated.

32.2 Termination for Insolvency.

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

32.3 Termination for Convenience.

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

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

a. to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed material or works or related services and for materials and parts previously procured by the Contractor .

32.4 Liquidation and Re-Entry:

In the event of the Contractor going into liquidation or passing an effective resolution for winding up or upon the Contractor becoming bankrupt or making an arrangement with or assigning in favour of his creditors or upon his assigning this Contract or upon an execution having been levied on the Contractor's goods or upon the Engineer certifying under his hand to the Contractor that in his opinion the Contractor.

i) has abandoned the Contract, or ii) has suspended the progress of the Works for seven days after receiving from the Engineer written notice to proceed without any lawful excuse under these conditions, or

iii) has failed to make proper progress with the Works for seven days after receiving from the Engineer written notice to employ more men, and/ or items of Plant equipment and/ or materials, or

iv) has failed to remove materials from the site or re-execute work seven days after receiving from the Engineer written notice that the said materials or

Works were rejected by the Engineer, or

v) has failed to give the Employer or the Engineer proper facilities for inspecting the Works or any part of them for three days after receiving from the

Employer or the Engineer written notice demanding the same, or vi) has failed to complete all or any part of the Work by the time or extended time for completion, or vii) has failed to submit any work or material to proper tests for three days after receiving a written notice from the Engineer requiring the same, or

viii) has failed to give proper account of the materials issued to him, or ix) has removed from the Site without the Engineer's written permission any plant or material brought to the site, or

x) has committed repeated breaches of any of the conditions of the contract or

Specifications for the materials and workmanship, or xi) has failed to complete the work within twenty five percent (25%) of the contracted completion period over the completion period as stipulated under Clause No. 9.5 herein above.

then the Employer after giving fourteen (14) days' notice in writing to the Contractor, may enter upon the site and the Works and expel the Contractor therefrom and may use the materials and plant upon the premises for completion of the Work and employ any other Contractor to complete or may himself complete the Works and upon such entry the Contract shall be determined save as to the rights and powers conferred upon the Employer and the Engineer hereby. The Engineer's Certificate under this clause shall be conclusive proof as between the Contractor and the Employer of the statements contained therein.

33. 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:

a. "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

b. “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 3years.

34. ADVERTISEMENT

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

35. MANAGEMENT MEETINGS

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

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

36. Third Party Inspection: (Not applicable to this tender)

An External Independent agency has been appointed by MBPA for the Third Party inspection of the works covered under this contract. Third party inspection shall be carried out along with the representative of MBPA and the Contractor’s representative at regular intervals and inspection reports will be submitted to MBPA for compliance which will be binding on the contractor for compliance. Third Party Inspection will be at MBPA’s cost.

The Third Party Consultant shall inspect at least once in 15 days i.e. twice during the month and shall submit the Inspection Reports including suggestions for improvement of quality of work, if / wherever necessary.

The Third Party Consultant will assist Mumbai Port Authority for cross verify the quality of the work, by carrying out inspection, quality of materials, testing, quality audit, verification of site records regarding quality of materials and its certification and any other means required in this connection.

The Third Party Consultant will deploy required experienced Technical Personnel on the site for TPI & QA to ensure that quality of the work is maintained as per provision of relevant IS codes and specifications of work as well as completing inspections for the subject work for all buildings.

The Third Party Consultant will suggest various measures for achieving required quality in the work which will be binding on the contractor. To sort out all problem regarding quality of work, during the course of execution and to give proper suggestions which will be binding on the contractor.

The contractor shall assist / cooperate with the Third Party Consultant in Reporting, Documentation, testing of materials, Quality certification etc. for the subject work.

The contractor shall make all necessary infrastructure facilities for Quality Assurance Tests.

37. COMPENSATION EVENTS

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

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

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

38. PAYMENT UPON TERMINATION

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

39. Access to JawaharDweep and Pirpau

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

GCC/ITT Clause	Amendment / Deletion / Addition to corresponding Clause of GCC
Clause 6.2, 6.11, 9.7, 14.2, 14.3, 14.4, 15, 16	These clauses of GCC are not applicable.
Clause 6.2	<p>Clause 6.2 may be read as:</p> <p>Performance Guarantee/Security Deposit</p> <p>The successful bidder shall within four weeks of the receipt of the acceptance letter furnish to the Port Authority, a performance Guarantee in the form of Bank Guarantee of any Nationalized/Scheduled Bank encashable at Mumbai, as per ANNEXURE - XII of Tender Document for Rs.1,60,00,000/- (Rs. One Crore Sixty Lakh only). The Security Deposit shall be kept valid for a period of 10 years from the date of contract period of the work with a claim period of six months thereafter.</p> <p>Performance Guarantee in the form of Bank Guarantee will be returned to the contractor within a month after expiry of Guarantee or after the rectification of defects whichever is later. In the event of unsatisfactory performance, the Security Deposit will be forfeited.</p>
Clause 15	<p>Clause 15 shall be read as:</p> <p>All the payments will be collected by MbPA through payment gateway and at the gates, payment will be received only through Point of Sale (POS) machines. MbPA will make payment to the contractor on monthly basis on submission of monthly performance report certified by Engineer representative of MbPA after deduction of any applicable penalty as per Service Level agreement or Liquidated Damages, if applicable.</p>
Clause 39	<p>Addition of Clause 39:</p> <p>Utilities</p> <p>MbPA will provide the raw power for the Access control and surveillance equipment free of cost. Provision of UPS etc. shall be done by the contractor. For the critical locations the battery backup of 3 hrs. should be provided.</p> <p>Water and electricity at the licensed premises will be provided by the Port to the operator on payment of charges at the prevalent rate fixed by MbPA subject to availability.</p> <p>Current Electricity Charges are as under: Fixed charge of Rs.445/- upto 20KW plus Rs.8.74 per unit + 21% surcharge + 18 % GST</p>
Clause 40	Addition of Clause 40:

	<p>The contract shall be awarded for a period of 10 years from the date of signing of Agreement. Upon completion of the period of contract, the Contractor shall peacefully vacate the premises and damages to MbPA property if any shall be made good by the Contractor. In case of failure of the Contractor to rectify the damages, MbPA shall be at liberty to get the same rectified and the cost incurred if any, in this regard shall be incurred by/paid by the contractor, failing which the same will be recovered from the security deposit. Award of contract and operation thereof will not bestow or create any tenancy rights over the land. After completion of contract period, the Successful Tenderer shall peacefully vacate and handover the premises to MbPA immediately in same condition in which it was taken over by the successful tenderer from MbPA.</p>
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5. Scope of Work

The scope of this project shall cover the following: -

- All required equipment mentioned below for access control system, and surveillance will be supplied, installed, commissioned and maintained, including civil, electrical work for the period of 10 years along with skilled manpower at bidders' cost (with no cost to MbPA).
- Supply, installation, commissioning of hardware (Boom Barrier, Turnstile-barriers, Photo capturing web/digital cameras for Face recognition, computers, and servers, pass printers, QR Code readers, Biometric (Biometrics Card,) Readers, Surveillance Camera, Long Range Readers, 32" LED screens, other accessories)
- Supply installation and commissioning of all Network equipment's, cabling, switches and UPS etc as need to maintain the efficient data flow with built in redundancy in the network.
- Road surfacing of 20mtr at each vehicle gate for smooth movement of the vehicles.
- System software (Operating system, Database) and Application Software (Personalization Software, Time and Attendance Software, Data log Software, Web based Enrolment software built in Visitor Management System for Company Registration, issue of dock entry permits online web portal, vehicle passes, etc and tracking the IN/Out movement of Visitors and Vehicles.)
- All registration counters should have good aesthetic (coloring, lighting, sufficient ergonomic sitting, AC for one VIP room with good sitting arrangements) look by providing painting, plants, and vending machines for beverages on chargeable basis.
- All bidders should provide equipment's which sustain the port environment (Dust, hot & humid and saline)
- One of objectives of this project **is to identify location of any person and vehicle entering in the port premises, almost on real-time basis for track and trace.**
- Software should have the facility to be customized to meet the specific requirements & reporting system of Port.

- System shall be generate the data for downtime of all the systems installed at site by the contractor
- Contractor design the software to make a provision for availability / downtime of all the systems installed at site by the contractor and generate a detailed and consolidated statement. The same shall be provided in monthly statement for releasing payment.
- Provision to lodge the online complaint and resolution and shall be provided in monthly statement.
- Set of MIS reports to be given by default every month to key employees in soft copy format specifically for monitoring the SLA. (Like company wise how many vehicle permits given, company wise how may many employees permit given, etc. ;) List of reports as per the attached Annexure VI
- Supply, Operate and maintain adequate number of photo capturing web/digital cameras, computers and servers, pass printers, show card capturing device, 32" LED screens, and other accessories, and software (operating system and applications) for issue of dock entry permits to visitors and vehicle and must be in sound and good working conditions .
- Supply of Contactless Smartcards as per requirements. Smart cards to be issued to MbPA employees free of charge.
- The supply of lanyard. The lanyard supplied should be printed with Mumbai Port Authority in English and Hindi. Details will be given to successful bidder.
- Supply of Smart card and Pass Printer Cartridges
- Maintaining the installations under this Access control and Surveillance System round the clock (24x7) all through the year.
- Supply of Personal Computers at different locations for operation of Access Control System for various verification and online approval.
- The Integrated Access Control System and Surveillance system provided to MBPA should be maintained in such a way that there is minimal or no downtime.
- Providing adequate furniture and accessories as required at the locations where the manpower for Operation Assistance / Technical Assistance is posted. Refurbish the existing location for better customer experience and ease of doing business.
- Dock Entry Permit rooms and waiting rooms **should have better customer experience and should be aesthetically maintained.**

- The works mentioned are illustrative and not exhaustive and tenderer may have to carry out any other works related to issue of permits, and related to access control system and other components which are not included above. The entire work shall be done on a turnkey basis and it shall be operated round the clock. The bidder shall provide the required manpower for the contract period including IT support and the maintenance of the equipment supplied by the bidder.
- The entire process of issuance of permits should be online. The details shall be updated to the central server throughout the network.
- The sample Contactless Smart Card, cardholders and Lanyard shall be enclosed in Technical Bid and the corresponding cost of the card with above accessories shall be enclosed in cover-II. 'Price BID'.
- **Successful bidder will be responsible for insurance of all the manpower & hardware/network supplied and installed by vendor for risk coverage (accidental hazards, death and disability of person, other hazards which may occur due to trespassing vehicles &/or natural adverse climatic Calamities-War, Fire, Cyclone, Salinity problems at shore).**
- Complete electrical, mechanical, civil work, Network Cabling like data and Power cabling (including laying, lacing, termination and legend labelling) for the work. This includes necessary interfacing with the Mechanical Engineering, Civil Engineering department and E&T Division of MBPA.
- The tenderer shall submit a detailed layout along with the requirements for Civil and Mechanical work for laying and installation on floor level.
- Necessary interfacing with MBPA LAN/WAN. It shall be the responsibility of the contractor to have necessary interconnectivity/cabling between the switches at the gate end, Controllers, Turnstile Barrier, Boom Barrier, Biometric Readers, Long Range Readers, Face Recognition camera, ANPR camera, Surveillance camera and server end. The alternate / redundant network with all necessary network switches should be provided by the bidder.
- Installation of Access Control Server at a central location and connection of all access control equipment's with central server.
- The Access Control System Solution should be an integrated solution with the entire data including the photographs, Biometrics, data logging to be stored on central server.

- Surveillance system will have separate network with redundancy for any failure for business continuity and storage device for 90 days of videos for all the cameras. Require facility for playback of recording. All cameras should be integrated to Port Command Centre.
- Bidder will have to give separate Video analytics for all Surveillance cameras in Port Command Centre. Also, adequate training on the Video analytics is required to be given to all nominated employees. Details of the few analytics is given in the Appendix – Video Analytics
- It will be the responsibility of the vendor to provide and fix the shelters for Card Readers, Face Recognition, ANPR, Surveillance cameras, Turnstile-barriers/ Boom Barriers, Long Range Readers exposed to open weather. All associated civil works for fixing and installation of Turnstile barriers/tripod and boom barrier must be carried out by the successful vendor.
- The bidder is responsible for integrating this system with Port Command Centre, Weighbridge and ERP system (Port EBS) by providing the API / consuming API provided as per MbPA need.
- Supply of **Visitor Management web-based System and online request, approvals, and generation of permits for Vehicle and People needs to be developed, tested, approved by MBPA and implemented.** Bidder should also provide payment gateway with MbPA designated bank in the Web-based online system.
- Software developed should be certified by authorized by third party vendor for information security, data integrity and s/w development standards.
- All **IACASS**, components should be **certified by UL or any other reputed Indian / foreign certifying agency to ensure product reliability and product quality.** Any **operating system software or application software**, which will be part of the system, **shall come with proper legal licenses.**
- Final testing and commissioning of complete system including training, submission of as built drawings, password, and database design etc. **Should be certified by MBPA.**
- Post implementation on-site support and maintenance.
- **Developing Interfaces as required for Integration with Attendance System of MBPA. This shall be discussed in detail at the time of SRS preparation by the bidder.**

- **Integration with UIDAI (Addhar), Vahan, Sarathi, PAN, GST, Port EBS (various modules), weighbridge, etc. will be required.**
- Providing Reports as required by MBPA related to this Tender
- All other items in the scope of system implementation.
 - I. The successful tenderer, after receiving the Letter of Acceptance from MBPA, shall furnish a time schedule for executing the work within the 2 weeks of the acceptance of the letter.
 - II. The bidder must submit at least two (2) hard copies (in the form of neatly bound books) and two (2) soft copies for all the released versions of each and every deliverable agreed between the MBPA and the bidder
 - III. The Bidder grants MBPA a perpetual license to copy the documentation and software for use by MBPA in the maintenance and operation of the system, and for future changes to the system.
 - IV. It will be the responsibility of the contractor to supply and lay the power cables as per the actual site conditions. The quality of all electrical items including power cables, MCBs shall be approved by Mechanical and Electrical departments before supply and installation. The MCBs to be supplied must be of standard make like Havells/Schneider/Merlin Gearin or equivalent. The power cables to be supplied must be of FRLS type and of standard make like Belden/Delton/ Finolex etc.
 - V. The technical offer submitted by the contractor should include the system design document for the Integrated Access Control and Surveillance System offered to be implemented, along with the specifications, make, model, approval certificates, and layouts along with details BOQ with out commercial. Technical offer should include block diagrams of Control Room, Server room etc.
 - VI. Only standard, certified, maintainable equipment and accessories shall be used. Necessary approval certificates must be submitted along with the technical offer.
 - VII. For vehicles / driving license authentication should be done by doing integration with Vahan and sarthi database
 - VIII. Provision for integration with Internal Port Operation System and Internal system like weigh bridge and EBS (ERP)

4.16 Other Conditions:

- (a) The system should be available on all the days of the year. (24X7)

- (b) The successful bidder shall be permitted to recover charges as per the SOR (Schedule of Rates)
 - (c) In the event of occurrence of consistent default on the part of the operator, MbPA shall without prejudice to any other right and remedies, terminate the license by giving 30 days' notice.
 - (d) The Integrated Access control and Surveillance system of Mumbai Port Authority shall be manned by the staff engaged by the operator at his own cost.
 - (e) The successful bidder shall re-locate the installation, maximum once during the period of contract, when desired by the Chief Mechanical Engineer, MbPA to a new location.
 - (f) After completion of Contract Period, the successful Tenderer shall peacefully vacate and handover the premises to MbPA immediately.
 - (g) MbPA shall not be responsible for the any liability to the employees engaged by the licensee for carrying out the work.
- (h) Dock Entry Permits (DEP) to the licensee and his employees would be issued on completion of requisite formalities by the licensee and on payment of charges.

Activity	Max. expected Time
Registration of the company	3 days for new and 2 days for renewal*#
Vehicle Registration	2 min
Visitor Registration	4 min
Issue of DEP (Daily)	4 min
Issue of DEP- Temporary	4 min
Issue of Normal DEP	15 min with smart card
Vehicle Daily Permit	4 min
Vehicle Normal Permit	15 min
Person entry at the Gate	10 sec
Vehicle Entry	2 min
Person Exit	10 sec
Vehicle Exit	2 min
Tracking of person	real time
Tracking of Vehicle	Real time

Excluding time taken for the police verification

* This is subject to revision based on issuance/verification process.

Type of Activities carried out at Permit Section :

A) REGISTRATION OF FIRM/ COMPANY

- (i) Fresh Registration – online application and uploading of relevant documents.
- (ii) Renewal of Registration
- (iii) Re-Registration
- (iv) Additional category Registration
- (v) Payment of Charges as per SOR
- (vi) Quota allocation and change in quota (Conversion/ Increment)
- (vii) Change of Name of firm / Directors

- (viii) Addition / Deletion of Authorised signatory
- (ix) Change of Proprietorship to Partnership, Partnership to Private ltd etc.
- (x) Change of company address/ email, Mobile, Telephone etc.
- (xi) Issue of login id and password to Authorised signatory. (Auto generation)
- (xii) Blacklisting of firm as per Blacklisting Policy
- (xiii) Uploading of Photograph and signature of authorised signatory
- (xiv) Police Verification in case of New Registration of firm

B) REGISTRATION OF VISITOR

1	Adhar Enrolment	<ul style="list-style-type: none"> (i) Data Authentication with UIDAI website/app (ii) Visitor / Employee Access at Gates and Display on LED (iii) Time and Attendance
2	Daily Permit	<ul style="list-style-type: none"> (i) Visitor (ii) Foreigner (iii) Government agency like Police, MCGM, Immigration, Coast Guard, Customs, Navy, Embarkation etc (iv) Permit for bonafide visitor to passenger berth. (v) Group pass for study visit for students / Instructor / Faculty member / Driver / Cleaner. (vi) Permit for family members of indian crew. (vii) Pensioner / Retired Employee / family member (viii) Driver & Cleaner permit. (ix) Bidder / Representative of Bidder. (x) Family members of MbPA employee.
3	Temporary Permit	<ul style="list-style-type: none"> (i) Visitor (ii) Foreigner (iii) Govt agency: Immigration, Navy, Police, MCGM, Coastguard, Customs, Navy, Embarkation etc (iv) Newly Recruited MbPA Employee, MbPA Contract Employee (until Smart card is issued) (v) Driver & Cleaner permit (vi) Internship Student.
4	Monthly Permit	<ul style="list-style-type: none"> (i) Visitor (ii) Foreigner (iii) Govt agency: Immigration, Navy, Police, Coastguard, Customs, Embarkation etc (iv) Newly Recruited MbPA Employee, MbPA Contract Employee (until Smart card is issued) (v) Driver & Cleaner permit
5	Yearly Permit / Long Term Permit (Smart Card)	<ul style="list-style-type: none"> (i) Visitor (ii) Govt agency: Immigration, Navy, Police, Coastguard, Customs, Navy, Embarkation etc (iii) New / Contractual Employee, MbPA (iv) Issue new Smart card for port employees every 5 years

		(v) Hawker Permit
6	Cancellation of Permit	(i) Provision to cancel permit (ii) Provision to block all permits in case of blacklisting, suspension of port facilities.
7	Blacklisting of Visitor	(i) Provision to blacklist port user as per Blacklisting Policy (ii) Report of Blacklisted individuals
8	MbPA Employee	(i) Enrolment of new employee (ii) Issuance of Smart Card (iii) Duplicate Smart card on payment of penal charges, in case of lost / damaged (iv) Change of Designation, Department due to transfer, promotion etc

C) REGISTRATION OF VEHICLE

1	Vehicle Enrolment	(i) Data Verification with mParivahan / Saarthi website/app (ii) Vehicle Validation at Gates and display on LED
2	RFID	(i) Issuance of RFID Tag
3	Vehicle Permit (i) Daily (ii) Normal (Quarterly, Nine months, Yearly) <u>In case of Vehicles other than two wheeler & LMV :</u> *Details of Vehicle Permit and Driver/Cleaner to be displayed on LED terminal at Gates. *Provision to be made reg. change of Driver/Cleaner during the validity period of Permit.	(i) Two Wheeler Permit (ii) LMV car (iii) Truck (iv) Trailer (v) Tanker (vi) Lorry (vii) Tempo (viii) Taurus (ix) Dumper (x) Trolley (xi) Tusker (xii) Utility Jeep (xiii) Delivery Van (xiv) Forklift 20 ' and 40 feet (xv) Cranes 20 feet and 40 feet (xvi) JCB (xvii) Pay loader (xviii) TLT (xix) Reach Stacker (xx) Bus (xxi) Minibus (xxii) Passenger Van (xxiii) Puller
4	Parking Pass for CHE	(i) Forklift 20 feet and 40 feet (ii) Cranes 20 feet and 40 feet (iii) TLT / Reach Stacker (iv) JCB / Excavator
5	Blacklisting of vehicle	Blacklisting of vehicle as per Blacklisting Policy

D) PAYMENT OF MBPA CHARGES, GST INVOICE AND GST RETURNS

1	PAYMENT	<ul style="list-style-type: none"> (i) Online payment through Credit Card, Debit card, UPI, Gpay, Online Banking etc (ii) Automated Refund / Chargeback for failed transaction (iii) Online GST receipts and invoice for each payment to be sent to registered email id of company (iv) Periodic GST summary, monthly, quarterly, yearly etc and provision to file GST return (v) Payment of charges as per SOR and on Free of Cost (FOC). basis.
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E) OTHERS

1	Helpdesk	<ul style="list-style-type: none"> (i) Online complaint system, helpdesk number to be provided (ii) Onsite technical staff for resolution of complaints to be provided
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- b. The charges levied are revised by the Port Authority from the time to time. The Existing Charges as per Port Authority Notification are prescribed are as above.
- c. The successful bidder shall recover latest charges from the Port users as per Scale of Rates (SOR).

Detail Scope Of Work

I. General

- **All components of Access control and Surveillance System should be complied with Ministry of Home Affairs guidelines. (<https://www.mha.gov.in>) (<https://www.mha.gov.in/sites/default/files/2023-01/Video%252520Surveillance%252520Systems%5B1%5D%5B1%5D.pdf>)**
- **All the material / equipment supplied by the bidder for this work shall be in-line with guidelines/requirements and/or its latest amendments issued by the Ministry of Home Affairs.**
- **All components should be replaced with new components after the life of the asset is over as per OEM standards during the contract period or any new equipment fails to deliver as per required specification then also it should be replaced with new equipment at bidders cost.**

- **Bidder needs to submit the original OEM certificate of authentication to MbPA**
- **Online web based system needs to be developed for registration of people, vehicle and company.** The detailed process and procedure will be shared.
- **Software development should follow the ISO standards, it should be modular and scalable.**
- **IACASS should be developed to authenticate People by finger scan linked to Aadhar UIDAI and Vehicle by FASTag ID / ANPR Camera and Vahan / Sarathi DB of govt. Service to be taken by contractor in the name of MbPA. MbPA will pay the charges as billed by service provider. Charges to be paid by the contractor and subsequently billed to MbPA at actuals.**
- During the time of registration all required information for company, people and vehicle is captured, based on the information developed **system should be capable to generate QR Code and should** printed when the Permit request is generated and **should be sent to registered mobile no** of the person.**QR code to be printed as a Permit.**
- **Bidder should make all the efforts to incorporate the Chatbot/ ChatGPT in the online web portal to answer basic questions and record the information of the visitor to the portal.**
- The System should be freely scalable with modular design and supporting Open and standard interfaces. **Face recognition-based Access Control System is required for in & out movement of Visitors and Employees** and for Vehicle it's based on ANPR number plate Camera and / or FASTag id reader which are linked to Vahan and Sarathi, data base for additional authentication **and QR code as a permit for Vehicle and Cleaner.**
- The system must be compatible with the existing Contact less **4KB Mifare card / ISO 1443A standard equivalent.**
- The Smart card and FASTag id should be programmed based on the flow of visitors and vehicles and to one or many gates, one or many buildings and in some cases full permission.
- An access card given to each employee can be configured to specific accesses and the card can be used for multi-purpose functions like identity cards, attendance recording.

- ANPR Camera / FASTag based id / QR code is given to different Vehicles trucks, Trailers, Cargo handling Equipment. Vehicle who doesn't have FASTag, and for LMV's, Two Wheelers, and Tempos the RFID tags / QR code will be given. Different types of Vehicle permits can be issued through an online web based system.
- All people including Employees should be registered for finger biometric, which will be **authenticated by Aadhar UIDAI and also for Face Recognition process before the issuance of Employee Cards or Permits.**
- **Vender needs to publish grievance / feedback related communication from the stake holders in a common email id and/ or on the online Permit portal. All such grievances should be addressed as per SLA defined.**
- All vehicles follow the standard number plate as per RTO, we need to ensure that they have such number plate before doing the registration or issuing the permit.
- Vender to follow the MIETY Security conditions for purchase of Electronic Equipment's, CCTV
- All new companies' registration will be integrated with Port EBS – SAP – CRM system.
- Since the Tender is for 10 Years, Hardware / Network etc refresh rate is required to be defined by vender.
- For all people (excluding employees) and vehicle QR code will be generated which needs to be authenticated while entering the MBPA premises.
- There shall be bi-directional access control-based Turnstile barrier gates and access-controlled doors.
- Provision to use Turnstile Barrier readers including the Biometric reader with face recognition-based access at gates for time and attendance.
- The Access control system shall validate the cards presented at the card readers corresponding to each Turnstile barrier / Boom barrier based on Biometric features (face recognition) and card.
- The system should be capable to enroll all Visitors and Vehicles as per defined process.
- System should be capable of retrieving Visitor information on face recognition-based biometrics before issuing the permit.

- The **System should be capable to identify, Verify and trace, Visitor based on face recognition features.**
- Acceptable interval should be maintained between two consecutive cardsreads.
- The Access controllers/Readers for each gate should be independent and with integrated network connectivity to communicate with the main access server. Each gate shall be capable of working in the offline mode also.
- The event of passage across the Turnstile barrier, boom barrier without a valid card / failing of Face Recognition detection, in such cases passage should be denied.
- Vender to ensure that Location of Servers / Internet lease line requirement along with Disaster recovery (DR). DR Server should be on cloud.
- Provision for data retrieval from readers (in case of network failure) through laptop shall be made available to authorized users.
- Selectively adjust Turnstile barrier / Door Gates open period to accommodate cardholders with disabilities and other situations that require additional time for passage through the Gates / doorway.
- All vehicle gates will have ground scanner installed, which will scan the bottom part of the vehicle and image will be displayed on the gate display unit for examination.
- **System to display Vehicle Number, Photographs, Vehicle bottom image, permit approval and other details on LED monitors at each gate during access.**
- The details of Vehicles / Visitors should register in real time immediately after presenting or reading the card / Biometrics / Biometric and Card / face recognition. The date and time stamp should also be registered
- Access Control System should read **FASTag id and /or ANPR camera number plate or QR code, plus the face recognition based access for driver and cleaner and validate the same with central DB**, for person and Vehicle permit for opening the boom barrier and Display the same on LED terminal including the Driver and Cleaner details.
- The system shall provide / consume API for the integration with MbPA applications and other applications as per requirement of MbPA.
- The system should be capable to integrate with AI based application/system.

- The System should be capable of generating various types of reports relating to daily attendance/movement, daily/temporary/monthly/yearly visitors reports, cards lost, blacklisted individuals/vehicles etc. and other types of reports. The contractor shall get the reports approved by MBPA before installation.
- The scope of work shall be finalized based on Functional Requirement Specification document prepared by successful bidder, which should be approved by MBPA.
- Validate each transaction for completeness (e.g. possessing all the related information like FASTag ID, Vehicle class RFID, QR Code Smart cards , and Driver and Cleaner details)
- Check for duplicate transactions (e.g. the same tag cannot be used in the same direction within a specified duration at the same Port)
- The system should be able to support, all personnel and vehicles / cargo carriers and handling equipment entering and leaving port premises and can be tracked and accounted for.
- System should be capable of generating exception report / alert messages as per the requirements of the MbPA
- The system should have the capability to establish the time spent by the pass holder inside the port premises and raise alarms when stipulated time periods are exceeded. The system should establish any deviation and non-compliance in the past and highlight them.
- License for each server, workstation operating system, Database Management system software, database maintenance software or any other software (MS-OFFICE package, Adobe, etc.) used in IACASS system, which requires a license, shall be provided by the Contractor in the name of the Mumbai Port Authority without any additional cost to the Authority.

II. Access Control – Gate and Building Access: The pedestrian access will have to be controlled using Turnstile-barriers and the vehicle access will have to be controlled using boom barriers. Further details and brief specifications of various components and software are enumerated below. Broadly the gates will be either ‘Pedestrian-only gates’ or ‘Vehicle-only gates’ or both pedestrian & vehicular gates. Mumbai Port is a gateway seaport dealing with handling of all types of cargo including containers. The vehicles can be normal trucks, lorries, heavy lift multiple axle lorries, 40ft Container tractor trailers, container /Cargo handling equipment, LMV, Two Wheelers etc. and the boom barriers shall be of

sufficient length to span across the width of the heaviest / longest vehicle. A number of physical access points (gates) have been identified for installation of all hardware / software related to this system. Details of the number of gates and requirements at each gate and Door is tabulated as under: **(Annexure – Gates and related equipment details)**

- III. Surveillance camera network:** This network must be independent, scalable and should have required built in redundancy. We have identified the various locations across the port to cover the entire operation of the MBPA. Based on the technology deployed successful bidder need to finalize the location and get this approved from the MBPA. **Bidder needs to keep in mind that at any point we should be able to track the person and vehicle in the port with this integrated system.**

Bidder should ensure that Electrical Equipment / CCTV Camera installed in Jawhar Deep and Pir Pauused for the AI based recognition and video surveillance system should be intrinsically safe/ flammable proof in nature as, it must be operative in the flammable atmosphere.

Cameras should be able to capture night vision, and software related to the camera should be able to give video analytics and alters based AI, on the discussions with MBPA **(Appendix – VII Camera Locations)**

IV. Data Security, Standards and integrity

Bidder should ensure that all the data generated in the system should be protected and backed up on regular basis. Security and integrity of the data should be maintained properly. Bidder should follow ISMS and ISO 27001 standards for information security.

All the Regulatory and statutory requirements should be complied.

Software and all activities related to Access control and surveillance should be complied to DG-Shipping, ISPS, CERTIN, NCIIPC , Cyber Security, IB Guidelines

All software development processes should follow the CMMI level Dev 3 and above standards.

Note: Successful bidder will make adequate provision to implement latest state of art technology at the time of actual implementation keeping in mind the developments happening in Accesses control, AI, Video Analytics in Surveillance and most important 5G.

6. Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

6.1 Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

6.2 Searching for Tender Documents:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

6.3 Online payment of Tender Fee and Earnest Money Deposit (EMD):

As tender submission is online on CPP portal, the payment of Tender Fee/EMD now also can be done online, Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for Tender Fee and EMD and choose the option “Latest Tender” on the dashboard. After selecting the relevant tender, the tenderer can make online payment after entering the basic details of bank for refund purpose, the receipt generated as PDF file of EMD/Tender fee/or both (as the case may be) shall be uploaded by the tenderer on CPP Portal under relevant option as a proof for the payment, failing which Tender will not be opened. The details of bank payment reference number and payment date also need to be entered while uploading in the relevant fields. It is mandatory to submit hard copy of the online receipt.

Since the Tender set is non-transferable, the tenderer who is making the online payment, should only utilize the same for submitting his/her own Tender on CPP Portal.

6.4 Preparation of Bids:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) Scanned copy of executed Integrity Pact:

The bidder has to submit pre-Integrity Pact Agreement with Mumbai Port Authority (as per Form -9) on Rs.100/- stamp paper with offer. Shri Rajiv, IPS (Retd.) and Shri V. Kannan, Ex-CMD are nominated as Independent External Monitor for the implementation of Integrity Pact. Their addresses are as under:

Shri Rajiv, IPS (Retd.) Ex-Vigilance Commissioner, CVC, Bungalow No. 88 New Motibagh, New Delhi-110021 Email– shashank489@gmail.com	Shri V. Kannan, Ex-CMD Vijaya Bank, TA-1, Krishna Regency, Third Floor, Tata Silk farm, K.R. Road, Basavanagudi, Bangalore- 560004 Email – Kannan.venkata@gmail.com
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- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the

bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6.5 Submission of Bids:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The sealed cover containing financial instrument as specified in the tender document should be dropped in tender box latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given in a standard BOQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender document becomes readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the

bid no. and the date & time of submission of the bid with all other relevant details.

- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6.6 Assistance to Bidders:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-79-40007451 to 460.

Expected Minimum Capital Investments by the contractor

Sr. No.	Description	Qty
1	Controller	49
2	Turnstiles	33
3	Boom Barrier	18
4	Traffic Lights	18
5	Ground Scanner	6
6	Kiosk (Self Declaration and renewal of permits)	2
7	Top cameras at Gates	18
8	Fast Tag ID Reader	66
9	Front Camera ANPR Reader	66
10	Time & Attendance Terminals	66
11	Face Recognition AI Cameras	100
12	QR Code Scanner	82
13	Servers with relevant OS and database (Software, Archival Backup)	6
14	PCs	8
15	Face Recognition digital camera for Registration counters	3
16	QR Code Printer	10
17	Smart Card Printer	5
18	LED Display	49
19	Supply of license, configuration and commissioning of Visitor Management , Time and attendance System (for Permit) (Unlimited)	1
20	Surveillance AI Cameras (combination of PTZ, Dome and Bullet with night vision capability and 5G enabled)	210
21	Final testing and commissioning of complete system including training, as built drawings, password, doumentation, etc.	1
22	Blank Smart Card	6,000

23	Smart Card Cartridges	20
24	Pass printer Cartridges	75
25	Lanyard	5,000
26	LED display board with RADAR for speed limit awareness	20
27	Manpower for 24X7 (PM, Technical Support, Operator, Housekeeping, etc.)	31
28	Surveillance Cameras to address all blind spots	150
29	IP Speaker at camera location	50
30	Video Analytics and related software	1
31	Network Design, components, Installation and commissioning (RF Link, towers, Switches, Cables, Racks, including civil, electric work, integration with EBS, NLP, Aadhar, NPCI, Vahan / Sarthi, AI based systems)	1

CCTV and ACCESS Control OEM Selection Criteria

1. The OEM shall be in CCTV manufacturing of ACS and CCTV System since 5+ years. The documentary proof shall be submitted.
2. 2. OEM should have implemented more than 10 Airport/ Ports/ Critical Infrastructure Project Globally."
3. OEM of CCTV and ACS control Should be registered in India for Last 5+ years. Proof of the same should be attached with the technical bid.
4. The OEM CCTV and ACS control should have their own RMA centre located in India from last 5+ years.
5. The camera OEM Should have valid H.265 HEVC Certificate or as per MHA guidelines.
6. CCTV and ACS control OEM Should be CMMI level 3 & above Certified
7. The CCTV and ACS control system should be manufactured in accordance with the relevant ISO standards and CMMI Level 3 & above Certified.
8. The CCTV system offered by OEM shall be ROHS for environmental sustainability and documentary proof shall be submitted.
9. The CCTV control Shall Support have In-house Processor for Bandwidth Compensation & Optimization.
10. The proposed cameras should have Brute force delay protection and signed firmware
11. Camera OEM should provide a Hardening guide to strengthen camera configurations and to securely transmit data.
12. Proposed cameras should be NDAA compliant.
13. The Cameras to be provided by the bidder all the components / parts / assembly / software used in the offered hardware and software, should not be complying to GB28181, GB/T 28181-2011; GB/T28181-2011; GBT 28181-2011; GBT28181-2011 standards. There should be no option to activate or deactivate these standards in the camera web page/Settings..
14. The proposed Cameras should be supported by concerned OEM for at-least 5 years' period from date of discontinuation of the product. The product proposed should not be end of life.
15. All the cameras shall have 5 Years OEM warranty and the same shall be submitted on OEM Letter head.
16. The device must have a certificate management service that is able

to hold more than one client or server certificate used by various services such as HTTPS, 802.1X or SNMP v3.

17. The Camera to be provided by the bidder should not have Hisilicon chipset. OEM to meet GOI, Ministry of Finance Order (Public Procurement No. (4) Ref No. F.7/10/2021-PPD(1)
18. Cameras Proposed should Support IPV6.
19. "Camera OEM Should be Security Development Lifecycle Assurance (SDLA) 3.0.0 Certified.India Standard (IS/IEC 62443-4-1) : 2018). The Equipment/System supplied by the the successful bidder shall accompany with a certificate obtained by OEM from a certification body accredited to assess devices and process for conformances to IEC 62443-4 standards during design and manufacture as per CEA (Cyber Security in Power Sector) Guidelines, 2021"
20. The IP CCTV Camera System should be having prescribed Global/India Standards Cyber Security Certificate or equivalent, as on the date of bidding like - NIST – FIPS/ UL- CAP or UL – 2900/NCSC-UK – Secure by Default/ISO/IEC 27032/ IEC/IS Indian IS/IEC 62443-4-1) : 2018 / Cyber Security Certificate - STQC-ERTL. OEM Should have their own Manufacturing Facility ,Repair/Service-Support Centers with Toll-Free TAC helpdesk Number, R&D Centre &/or Regional Technical Service-Support Centre &/or RMA set up in India
21. All Communication between Device like Camera, reader, controller, servers, VMS, and Workstation should be encrypted.
22. Camera OEM must be a member and listed on the ONVIF website. The quoted products must be ONVIF compliant. Online verification of OEM in ONVIF website must be available.
23. The quoted Camera should have Hardware chip to secure device ID & authentication certificates secured by cryptographic algorithms and ensure total security to protect camera device from malicious cyber-attacks, spoofing and Phishing.
24. Camera's firmware &it's upgrades shall be published & available for free on the OEM website and the same shall be constantly maintained for new features & Security patches for a period of at least 5 years. OEM declaration for the same shall be submitted along with the bid.
25. The contractor supplied camera with back-to-back support of the OEM who is having necessary certificate issued by the Authority including repair and service during entire contract period.
26. To ensure that the camera OEM owns the responsibility of providing security patches to the vulnerabilities that may be discovered and published on the Common Vulnerability Archive (CVE).
27. Camera's firmware & it's upgrades shall be published & available for free on the OEM website and the same shall be constantly maintained for new features & Security patches for a period of at least 5 years. OEM declaration for the same shall be submitted along with the bid.

To ensure that the camera OEM owns the responsibility of providing security patches to the vulnerabilities that may be discovered and published on the Common Vulnerability Archive (CVE).

Current Permit types and Rates

(I) <u>DAILY DOCK ENTRY PERMIT (INDIVIDUALS) :</u>	
i)	Port Users desirous of seeking Daily Dock Entry Permit shall submit an online application in ACS system. For online application, Aadhar enrolment is necessary giving details of the name, designation, photograph, age of their employee/s and biometrics, mobile number.
ii)	The authorized signatory of the Port User should submit online applications through signatory logins provided by MbPA
	Stream Approval from DC department is required in case of JawaharDweep for Daily , Temporary, Monthly & Yearly permits
iii)	The daily permits shall be issued online on payment of Rs.15.34(including GST) per person.
iv)	Permit for foreign nationals will be issued (Manually) by the Permit Section only after receipt of clearance from immigration cell of seaport branch of yellow gate police station. Presently, these applications are processed manually.
v)	Permits for family members of Indian crew shall be issued only on submission of applications by the vessel agent giving details family member and valid shore leave pass of the crew, and such applications shall be endorsed by the Ship Security Officer (SSO) of the Vessel. Presently, these applications are processed manually.
vi)	Application for Dock Entry Permit for study visit. (Manually processed)
vii)	Application for Dock Entry Permit for retired employee for official visit. (Manually processed)

(II) <u>TEMPORARY DOCK ENTRY PERMIT :</u>	
i)	Temporary Dock Entry Permit shall be issued to the Port Users on payment of Rs.15.34(including GST) per person per day and validity of such Permits will range from two days to seven days.
ii)	Port Users desirous of having Temporary DEP's shall submit online application in ACS system
iii)	All such applicants shall have Aadhar enrolment for whom Dock Entry Permit is sought.
iv)	Stream Approval from DC department is required in case of JawaharDweep for Daily , Temporary, Monthly & Yearly permits

(III) <u>MONTHLY DOCK ENTRY PERMITS</u>	
Dock Entry Permits for shorter duration i.e. for one month shall be issued as per following procedure.	

A) <u>Fresh Monthly Dock Entry Permit (MDEP):</u>	
i)	Port Users desirous of having fresh monthly dock entry permits for their employees shall submit an online application ., alongwith covering letter duly signed by the authorized signatory, appointment letter of applicant, copy of valid passport or Police NOC issued by Yellow Gate Police Station, copy of registration slip and identity card size coloured photograph.
ii)	On receipt of online application, the Permit clerk will verify details and application will thereafter be processed and approved.
iii)	Stream Approval from Marine department is required in case of JawaharDweep for Daily , Temporary, Monthly & Yearly permits
iv)	An amount of Rs. 388.22 (including GST) shall be recovered per person for issue of each MDEP
v)	MDEP shall be issued to the employees of Government/semi Government or Public Sector Organisation, only after certification by the competent authority of their organisation, that the employee is required to visit the docks. Such employees shall be exempted from Police verification, provided photocopy of their office Identity card is submitted.
B) <u>Renewal of Monthly Dock Entry Permit (MDEP):</u>	
i)	Port Users desirous of renewing their MDEP for their employees shall submit an online application. The application can be submitted online alongwith a covering letter duly signed by the authorized signatory, copy of valid passport or Police NOC issued by Yellow Gate Police Station, copy of registration slip.
ii)	On receipt of online application/s, the Permit Section will verify details and application will be processed and approved.
iii)	Stream Approval from Marine department is required in case of JawaharDweep for Daily , Temporary, Monthly & Yearly permits
iv)	In cases where five years has not lapsed from the date of issuance of Permits, MDEP will be revalidated for such Port Users for a further period of one month.
v)	An amount of Rs. 388.22/- (including GST) shall be recovered per person for each MDEP .
vi)	Applicants holding valid Indian Passports shall be exempted from police NOC.

(IV) <u>YEARLY Dock Entry Permits (SMART CARD)</u>	
Dock Entry Permits for longer duration from more than one year or more as applicable shall be issued in the form of Smart Cards. Following procedure shall be followed for issuance of Smart Cards:	
A) <u>Fresh Yearly Dock Entry Permit (SMART CARD) :</u>	
i)	Port Users desirous of having fresh yearly dock entry permits for their employees shall submit an application in duplicate in the format PERMIT/F/009 given at Annexure "C". The application can be submitted in printed format PERMIT/F/009 available at the permit section, alongwith covering letter duly signed by the authorized signatory, appointment letter of applicant, copy of valid passport or Police NOC issued by Yellow Gate Police Station, copy of registration slip, Medical certificate (as applicable)
ii)	On receipt of online application/s, the Permit Section will verify details and application will thereafter be processed and approved.

iii)	Stream Approval from Marine department is required in case of JawaharDweep for Daily , Temporary, Monthly & Yearly permits
iv)	The applicants Adhar enrolment is mandatory with photograph; fingerprints recorded, and thereafter Smart Card will be issued.
v)	An amount of Rs. 1549.34 (including GST) shall be recovered for issue of each smart card.
vi)	Smart cards shall be issued to the employees of Government/semi Government or Public Sector Organisation, only after certification by the competent authority of their organisation, that the employee is required to visit the docks. Such employees shall be exempted from Police verification, provided photocopy of their office Identity card is submitted.
B) Renewal of Yearly Dock Entry Permit (SMART CARD):	
i)	Port Users desirous of renewing their existing dock entry permit (SMART CARD) for their employees shall submit an application in duplicate in the format PERMIT/F/012 given at Annexure "C". The application can be submitted on the letterhead of the company in the prescribed format available at the permit section alongwith a covering letter duly signed by the authorized signatory, copy of valid passport or Police NOC issued by Yellow Gate Police Station, copy of registration slip, copy of existing smart card, Medical certificate (as applicable)
ii)	On receipt of online application/s, the Permit Section will verify details and application will be processed and approved.
iii)	Stream Approval from Marine department is required in case of JawaharDweep for Daily, Temporary, Monthly & Yearly permits
iv)	In cases where five years has not lapsed from the date of issuance of Permits, Smart Cards will be revalidated for such Port Users for a further period as applicable, but not exceeding 5 years from the date of issuance of Police NOC.
v)	The smart card will then be revalidated for a further period, as applicable, depending on the validity of Police NOC and smart card will then be issued to the applicant.
vi)	An amount of Rs. 1549.34(including GST) will be charged for revalidation of each smart card for recovering the stationery and administrative expenses.
vi)	Applicants holding valid Indian Passports shall be exempted from police NOC.
C) Issuance of Duplicate Yearly Dock Entry Permit (Smart Card):	
i)	In the event of loss of smart cards, duplicate smart cards will be issued to the port users on submission of an application in format PERMIT/F/012 in duplicate and original copy of the Police complaint filed for the loss of Smart Card. An amount of Rs. 1858.50 (inclusive of penal charges Rs262plus GST) shall be recovered for issuance of duplicate smart card in lieu of lost smart card.
ii)	In the event of damage to smart cards, duplicate smart cards will be issued to the port users on submission of an application in the format at Annexure "E", along with application in format PERMIT/F/012 in duplicate and damaged Smart Card. An amount of Rs. 1858.50 (inclusive of penal charges Rs262 plus GST) shall be recovered for issuance of duplicate smart card in lieu of damaged smart card.

(V) VEHICLE PERMIT

A) Long Term Vehicle Permit

i)	Vehicle Permits shall be issued by the Permit Section for all categories of vehicles, which includes Cargo Vehicles, tankers, tempos, Cargo handling vehicles such as Forklift, Mobile Cranes, JCB, Excavator, Container Handling Vehicles such as TLT, Reach Stacker etc.
ii)	Transporters, port users or owners of the vehicles shall furnish Online applications for issuance of Vehicle Permits.
iii)	<p>Following documents along with online application shall be required for issuance of Vehicle Permits depending on the category of vehicle:</p> <p>For Trucks / Tempos / Tankers / Container Trailers / Forklifts</p> <ul style="list-style-type: none">a) Online Applicationb) Copy of the R.C. Book along with original for verification.c) Copy of Vehicle Insurance Certificate.d) Letter of recommendation from the Port users for whom Vehicle will be utilised. Such Port Users should be registered with the Port.e) Copy of Tax payment book. <p>For Mobile Cranes / Top Lift Trucks / Reach Stacker</p> <ul style="list-style-type: none">a) Online Applicationb) Copy of the R.C. Book along with Original for Verification.c) Certificate from the competent authority in Form IV as prescribed by Government under Dock Workers (Safety, Health and Welfare) Regulations, 1990.d) Copy of Insurance Certificate.e) Copy of Tax payment book. <p>Following charges (including GST) shall be recovered for issuance of vehicle permits depending on the type of vehicle:</p> <ul style="list-style-type: none">a) Cargo trucks : Rs. 1690.94 per quarter Duplicate: 211.22b) Cargo tankers : Rs. Rs. 1690.94 per quarter Duplicate: 211.22c) Container Trailers : Rs. 1690.94 per quarter Duplicate: 211.22d) Fork Lift 20' : Rs. 4225.58 per quarter Duplicate: 211.22

	<p>e) Fork Lift 40' : Rs. 6338.96 per quarter Duplicate: 282.02</p> <p>f) Mobile Cranes 20' : Rs. 4225.58 per quarter Duplicate: 211.22</p> <p>g) Mobile Cranes 40' : : Rs. 6338.96 per quarter Duplicate: 282.02</p> <p>h) Container Handling Equipments : Rs. 6338.96 per quarter Duplicate: 282.02</p> <p>i) Bulk Handling Equipments (JCB) : Rs. 6338.96 per quarter Duplicate: 282.02</p>
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B) Issuance of Duplicate Vehicle Permit

In the event of loss of vehicle Permit, the duplicate vehicle permit will be issued to the port users on submission of an application at Permit Section along with original copy of the Police Complaint filed for the loss of Vehicle Permit. An amount of Rs. 211.22 including GST (Motor lorries, local chasis, mobile cranes and Forklifts) and Rs. 282.02 including GST (Container handling equipment) shall be recovered for issuance of duplicate vehicle permit in lieu of lost vehicle permit.

C) One Day Vehicle Permit

The following procedure will be followed for issuance of one day vehicle permits at the Dock Gates:-

Port Users, normally Custom House Agents (CHA) / Transport & Container operators shall submit online application for issuance of one day vehicle Permit. Details of vehicle, License no., name of driver and cleaner will be checked and one day vehicle permit will be issued on payment of prescribed charges per vehicle.

		Charges Including GST
(i)	Motor lorries (Including Driver & Cleaner)	Rs 87.32
(ii)	Mobile Cranes/ Forklift upto 20 Tonnes (Including Driver & Cleaner)	Rs. 171.10
(iii)	Container Handling Equipments (Including Mobile Cranes/Forklift above 20 Tons) (Including Driver & Cleaner)	Rs. 241.90
(iv)	Buses, Mini Buses / Passenger Van (Including Driver and Cleaner)	Rs. 171.10
(v)	LMV	Rs. 56.64
(vi)	Motor Cycle (Two Wheeler)	Rs. 28.32
(vi)	Taxi	RS. 14.16

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(VI) Dock Entry Permits for Drivers and Cleaners of Vehicles registered with the Port	
i)	For the vehicles, which are registered with the Port, i.e. for which Vehicles Permits are issued, the Dock Entry Permit booklet issued by the Transporters' Association and validated by the Permit Section shall be used for recording the driver's name, license no., driver's signature, cleaner's name and cleaner's signature.
ii)	Booklets issued by the Association shall be submitted to the Permit Section, where the same will be authenticated on payment of Rs. 776.44 including GST & Duplicate Rs 1085.60 including GST, for a period of maximum 30 days.
iii)	Such booklets issued by the Association and authenticated by the Permit Section shall function as Dock Entry Permits for the drivers only, along with the license of the drivers and Identity Cards issued by the respective transporters as per Circular No.6 dated 24.06.2011 issued by Sr. Dy. Traffic Manager, Hamallage.

(VII) Monitoring Incoming and Ongoing cargo handling equipment	
	At the Out Gate - the system will check IN & Out details of the vehicle, parking pass for cargo handling equipments and recover applicable overstay/penalty accordingly

NOTE:

1. **Authorized signatory of the Port Users shall certify and undertake that they are responsible for the good conduct of their employees/workers inside the Port Premises and in the event of misuse of Dock Entry Permits in whatsoever manner, Mumbai Port Authority shall take action as deemed fit, including cancellation of the registration summarily**
2. **Penal action as per Blacklisting Policy 2018, which may include cancellation or suspension of permit, will be taken in case of misuse of permits by the port users.**
3. **Validity of Police NOC expires after 5 years from the date of issue.**
4. **The drivers and cleaners are expected to be in or near the vehicle and not loiter around. Non compliance of this instructions may lead to cancellation of the vehicle permit**
5. **The port user should follow all safety rules and regulations failing which action as deemed fit will be taken by MbPA administration.**

Safety related requirements

6. For DEP of the drivers of vehicles, the provision of details of licence number with class of vehicles authorized to drive by the RTO along with validity of license to be added so that DEP will be issued to only authorized drivers.
7. Similar provision for operators of Lifting Appliances like Crane, forklift, construction equipment, etc. checking of respective class of vehicle driving license issued by RTO.
8. To link Safety Training and medical examination of selected categories of employees of port users with the issuance of DEP with periodicity so as to comply with provisions of the Dock Workers' (Safety, Health & Welfare) Regulations, 1990.
9. Provision of going through Safety Induction video or power point presentation for temporary permits available on the website so that only after going through this video/presentation and thereafter successful passing of test of answering of questions, the DEP will be issued to that permit holder.
10. Provision of going through on-line safety videos/training and linking of said data with that DEP holder.

11. Provision of automatic detection of safety violation is made this scope. But, thereafter a provision of levy of penalty for said violations. Then provision of suspension of DEP for certain period till penalty is paid or till he/she goes through safety induction.
12. Provision of maintenance of data of number of safety violations by the individual permit holder and total number of safety violations by the employees of firm/company/contractor in a specific period. Provision of Blacklisting of individual permit holder or company for a specific period, if number of safety violations are exceeded than set count.
13. Integration of mobile application of levy of penalty for safety violation with the new ACS system.
14. Provision of Wallet for payment/recovery of permit charges/VDS/Penal charges.

Annexure –IV

Service Level Agreement (SLA's) & Penalties

All below mentioned processes should be completed as per time mentioned in the below table

SLA defines the terms of the successful bidder's responsibility in ensuring the performance of the network and all equipment's supplied by the bidder will comply to the below mentioned SLA and penalties.

S/N	SLA Terms	Description
1	Uptime	'Uptime' refers to network backbone availability across various locations of MBPA, Gates and Surveillance camera locations till Port Command Center / Data Center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time (in minutes) in the month multiplied by 100.
2	Planned Network Outage	'Planned Network Outage' refers to unavailability of network services due to infrastructure maintenance activities such as configuration changes, up gradation or changes to any supporting infrastructure. Details related to such planned outage shall be approved by the TENDERER or authorized authority and shall be notified to all the concerned stakeholder in advance (at least seven working days) . It is desirable that such outage shall be taken on Sundays or other Government holidays to the extent possible.
3	Unplanned Network Outage	'Unplanned Network Outage' refers to an instance in which no traffic can pass in or out through which users are connects to the network Backbone
4	Not keeping man-power	If successful bidder does not deploy the required specified quantity & quality of manpower as per RFP or a person deployed is not reporting to the duty , there would be a penalty per person per day as defined in below table and will be deducted from the quarterly payment
5	Accuracy of ANPR/FasTag Reader/Face Recognition System	MBPA shall once in a month visit the Command Center to check the accuracy of the said systems on random basis and mark out the difference if found lower than the accuracy level as per the SoW. Each such instance of accuracy lower than the defined limit shall be counted as an "instance" for penalty calculation. ANPR / Fast tag accuracy should be maintain at 97% and above and facial recognition should be maintained at 98% and above on monthly basis for day or night.
6	Incidence Resolution (Network)	The network outage, security or performance related issues impacting the network availability/performance and leading to unavailability of the services . Resolution of incidence as per below priority Levels:

		<ul style="list-style-type: none"> • L1 Level Severity: Impacting Command & Control Centre. <ul style="list-style-type: none"> • L2 Level Severity: impacting one or more Zones. • L3 Level Severity: Impacting one or Junctions/ Endpoints/ Offices • L4 Level Severity: Impacting one or more end devices/utilities <p># Severity Initial Response Time(IRT) Issue Resolution Time (ISRT)</p> <p>1 Level 1 (IRT) 15 Mins (ISRT) 1 Hour</p> <p>2 Level 2 (IRT) 30 Mins (ISRT) 2 Hours</p> <p>3 Level 3 (IRT) 60 Mins (ISRT) 6 Hours</p> <p>4. Level 4 (IRT) 240 Mins (ISRT) 24 Hours</p>
7	Incidence Resolution (CCC)	<ul style="list-style-type: none"> • Priority Level 1 Incident - Within 1 hr • Priority Level 2 Incident - Within 12 hr • Priority Level 3 Incident - Within 24 hr <p>• Note: Incidents will be logged in the Helpdesk and the successful bidder will have to resolve the incident and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders. Root Cause should be identified for all incidents; if root cause is not identified then additional penalties will be levied.</p>
8	Security Breach	<ul style="list-style-type: none"> • Detection of security Breach - within 30 minutes • Mitigation of Security Breach - within 1 hr from the time of Breach <p>• Note: The security breach will include but not limited to successful penetration of any Virus, trojan, malwares, zero-day attacks, intrusion, Denial of Service Attacks, etc. up to the server level. In case of any compromise of data due to the Security Breach then double penalty will be levied (this will not be counted within the maximum penalty cap limit).</p>
9	Request Resolution (CCC)	<ul style="list-style-type: none"> • Priority Level 1 Incident - Within 2 hr • Priority Level 2 Incident - Within 12hr • Priority Level 3 Incident - Within 24hr <p>• Note: Requests (like password reset, firewall port opening, hardening, etc.) will be logged in the Helpdesk and the successful bidder will have to resolve the request and provide necessary updates through the Help Desk Portal and co-ordinate with the stakeholders.</p>

Successful Bidder shall be paid Quarterly Payment (QP) as per the services provided to the TENDERER.

The overall penalty would be capped at **Rs.20.62 lakh for QP**. If the cap of overall penalty is reached in two consecutive quarters, the penalty cap for the third quarter onwards, for each quarter will **increase by 6.87 lakh over the penalty cap for the preceding quarter till it reaches 34.38 lakh for QP**.

In addition to the applicable penalty and the provisions pertaining to closure/termination of contract, the TENDERER shall be within its rights to undertake termination of contract if or anytime the penalty reaches to Rs.27.50 lakh for QP. **Once the penalty cap has increased beyond 34.38 lakh for QP, if the bidder through better performance delivery for any quarter, brings the leviable penalty below Rs.20.62 lakh then the computation of the 1st of the 2 consecutive quarters as referred above will reset and will begin afresh.**

Availability will be calculated on a quarterly basis

S/N	SLA Terms	Target	Description
1	Availability/Uptime of End Points like CCTV camera/ Wi-Fi APs/ LED Display panel/ IOT sensors etc.	98.00%	98.00% or Better= NIL <ul style="list-style-type: none"> • 97.50% to 97.99%=Rs.68000 for QP • 96.00 to 97.49% = 1.37 lakh for QP • 94.00 to 95.99% = 2 Lac for QP • Less than 95% = 6.8 lac for QP
2	Not keeping required Manpower	As per SLA	Management level staffs like PM/ Manager: 5000/- per day per person for un-sanctioned/ non-reporting <ul style="list-style-type: none"> • All other staffs: 1000/- per day per person for unsanctioned/ non-reporting • Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule
3	Accuracy of ANPR/RLVD/Face Recognition System	As per SLA	Rs.1000/- per instance
4	Delay in resolution of support/incidents for the devices installed by the bidder		Level 1: Rs.34000 of QP for every 2 Hours Delay in resolution. <ul style="list-style-type: none"> • Level 2: Rs.34000 from QP for every 3 Hours delay in resolution; • Level 3: Rs.34000 from QP for every 6 Hours delay in resolution • Level 4: Rs.34000 of QP for every 8 Hours delay in resolution
5	Time Line for Retrieval from the Storage	Maximum 1 Hours for per request is allowed	<ul style="list-style-type: none"> • Rs.68000 from QP for every instance of delay beyond 1- hours • Note: Data Retrieval Request Through a Request Log Mechanism
6	Uptime of all IT components & services under scope	98.741% (at each individual component level)	<ul style="list-style-type: none"> • For each component 97.241-98.741 – Rs.1.37 lac from QP; 97.241-96.241 – 2.74 lac from QP And so on If the uptime goes below 95.741, additional penalty of 1.37 lac will be deducted from QP for each slab

7	Uptime of all non-IT Components & services under scope	98.741% (at each individual component level)	<ul style="list-style-type: none"> • 98.249-98.749 – 68000 from QP; 97.749-98.249 – 1.37 lac from QP And so on If the uptime goes below 96.749%, additional penalty of Rs.68000 will be charged on QP
8	Security Breach	As per SLA	<ul style="list-style-type: none"> • 2 lac from QP for every 30 Minutes delay in detection and additional 1.37 lac for every 1 hr. delay in the mitigation of security breach
9	Request Resolution (DC)	As per SLA	<ul style="list-style-type: none"> • Level 1 Incident Rs.68000 from QP for every 2 hr. delay in resolution; Level 2 Incident Rs.68000 from QP for every 12 Hr delay in resolution; Level 3 Incident Rs.68000 from QP for every 18 hrs. delay in resolution
10	Incident Resolution (DC)	As per SLA	level 1 Incident Rs.68000 from QP for every 2 hr delay in resolution; Level 2 Incident Rs.68000 from QP for every 6 Hr delay in resolution; Level 3 Incident Rs.68000 of QP for every 12 hrs delay in resolution

Contractor shall keep the sufficient spares of critical material on site. Delay in arranging the spare parts shall attract the penalty as per SLA.

List of Video Surveillance Analytics

In video surveillance following key analytics can be observed and alerts can be sent to nominated person mobile / email with location and picture.

Directional Motion – when motion is detected in a specific direction, an alarm is triggered.

- Adaptive Motion – advanced motion detection behaviour calibrates to scene conditions,
- Vibration Removal – reduces video shake in applications where cameras are subject to vibration
- Object Removal – alarm triggers when a stationary object, such as a piece of art, is removed
- Object (person/vehicle) Counting
- Camera Sabotage – advanced video loss detection recognizes when video has been compromised.
- Abandoned Object – an alarm triggers when a stationary object appears and remains in a scene
- Loitering Detection – when people or vehicles remain in a defined zone longer time allowed
- Stopped Vehicle – vehicles stopped near a sensitive area longer than allowed
- Auto Tracking – Pan/tilt/zoom capability to track vehicles or humans entering or stopping in user-defined zones.
- Collision between two moving objects.
- Struck by moving object (vehicle/person) to other stationary object.
- Fall of object (vehicle/crane, person, etc.) from height.
- Fall of person/ object / vehicle in the dock basin.
- Road Safety: Rash and dangerous driving, Riding two wheeler without helmet and Carrying more than one pillion rider on two wheeler, Carrying persons on trailer bed, etc.
- Not wearing of PPE like Retro-reflective jacket, Safety helmet, Safety Shoes, etc.
- Sleeping in the operational area
- Unsafe Parking of vehicle / equipment, which create, create unsafe condition for smooth flow of traffic due to Blockage to traffic movement / road/ working point.
- Working on height / above or near water area without use of safety harness.
- Leakage from pipeline / storage tank / consignment.

- Spillage in dock basin or through moving vehicle.
- Standing in whip lash zone during mooring operation.

MIS Reports

Indicative Reports

- 1) Summary of cash collected by the Daily entry Permit Counters
- 2) Business Category Wise permits (for all types)
 - i) Issued for a specific period group by Transaction Type
(Fresh/Renew/Duplicate/Blacklist/Restore)
- 3) Daily/ Temporary Permits
 - i) Issued for a specific period
 - ii) Blacklisted/Restored within a specific period
 - iii) Cancelled within a specific period
- 4) Monthly Permits
 - i) Issued within a specific period
 - ii) Renewed/Duplicated within a specific period
 - iii) Blacklisted / Restored within a specific period
 - iv) Cancelled within a specific period
 - v) Expired or Getting Expired or Valid Permits as on date
- 5) Yearly Permits
 - i) Issued within a specific period
 - ii) renewed/Duplicated within a specific period
 - iii) Blacklisted / Restored within a specific period
 - iv) Cancelled within a specific period
 - v) Expired or Getting Expired or Valid Permits as on date
- 6) Vehicle Permits (Yearly/ Daily)
 - i) Issued within a specific period
 - ii) renewed/Duplicated within a specific period
 - iii) Blacklisted / Restored within a specific period
 - iv) Cancelled within a specific period
 - v) Expired or Getting Expired or Valid Permits as on date
- 7) Yearly Report of all Permits – Month wise, Transaction Type wise Permit Count
- 8) Cash Collection Report for a specific period
- 9) Permit Type wise No. of Permits Issued & No. of Receipts & Cash Collection
- 10) Cash Summary for selected Permit Type for a specific period

- 11) Business Category wise Cash Summary for a specific period
- 12) Total Cash Collection for the day
- 13) Daily Quota Increment Report for a specific period
- 14) Blacklisted within a specific period / As on Date
 - i) Individuals
 - ii) Vehicles
- 15) List of Vehicles for which the owner name is changed within a specific period
- 16) List of the Codes & Descriptions in all masters
- 17) List of Business Category for which Extension of Registration is done within a specific
 - Period
- 18) List of Company-Category for which the Extension of Registration is done within a
 - Specific period
- 20) List of Company's
 - i) Registered with MBPA / Category wise registered
 - ii) Blacklisted or restored or cancelled within specific period /as on date
 - iii) Whose name has changed within specific period /as on date
- 21) Summary Report of Company
 - i) Category on Transaction Type of Registration
 - (Fresh/Renew/Blacklist/Restore/Cancel) – Company/ Date wise for a specific period
- 22) Quota Related Summary for specific Company-Category for all types of permits
- 23) Covering Form showing Details of Company Category at the time of Renewal of
 - Company-category registration
- 24) Company / Category valid for a specific date range
- 25) Company -Category Fresh Registration/Renewal/Blacklist/Cancelled/Restored
- 26) List of type of permits Permit held by the Company-category as on date &
 - Summary of
 - Permits
- 27) List of permits reprinted within a specific period
- 28) List of Vehicles for which the Driver Cleaner Permit Cash collected for specific
 - Company-category
- 29) Summary of Driver Cleaners Permits Cash Collection for a specific company-category for specific period
- 30) Report showing cash collection date wise/Monthly/Yearly for all types of permits

- 31) List of Valid Registrations as on Date
- 32) List of type of Permit / Count of permit / Cash receipts
- 33) LMV Permit Count
- 34) List of Cash Receipts
- 35) Cash Collection for different permits
- 36) Report for statistics indicating the number of printed cards at regular intervals of time

Camera Locations
List of Camera Locations

Camera locations listed are indicative and the bidder should provide the cameras to meet the objectives of the tender

Security Division

CSO/ Security Dept Confirmed the camera locations	
Location	Count
Mod Gate 1	1
Mod South	1
Mod no 3	1
Mod Shed no 4	1
New Sewree w/h gate	1
New Sewree w/h backside	1
SNOP	1
Haji bandar Gate	1
E Shed	1
M Jetha Back side (cotton green)	1
Frere basin gate	1
Mallet Bundar Gate	1
Mallet Bundar Wharf	1
WCD	1
Total CSO	14

CISF Monitored (Existing)

No	Location	Type of Camera	Qty
	BPX		
1	Entrance of VTMS	FF	1
2	Concourse Hall	FF	2
3	Concourse Hall	PTZ Dome	1
4	Extreme end of BPX Bldg. facing CMC Bldg. towards sea side	PTZ Dome	1
5	On BPX terrace existing location	PTZ Dome	1
6	On Tubular Light Mast-BPX	PTZ Dome	1
	Green Gate, Indira Dock		
7	Entry/Exit Gate of vehicle	FF	2
8	Inside Pedestrian Gate	FF	1
9	Inside Baggage Scanner Center	FF	1
10	Outside Gate	PTZ Dome	1
	Ferry Wharf, BPX		
11	Landing Jetty	FF	1
	CMC Bldg.		
12	Near Seaside Tubular Light Mast (Tower No. 3)	PTZ Dome	1
13	On terrace corner facing towards Green Gate with elevation	PTZ Dome	1
	CISF Office (HDD Bldg.)		

14	Entrance of Bldg. (Shifted to QRT at YB)	FF	1
15	Inside of QRT Room (Shifted to 4th floor YB)	FF	1
16	On terrace backside to observe Dry Dock	PTZ Dome	1
	Blue Gate, ID		
17	At Entry/Exit of pedestrians	FF	2
	AmbedkarBhavan		
18	Opp. AmbedkarBhavan on Tubular Light Mast No.1	PTZ Dome	1
	SMRS Bldg.		
19	On front side wall near Gate	FF	1
	4 ID		
20	On Tubular Light Mast No.2 (Nr. Substation)	PTZ Dome	1
	YantraBhavan		
21	On terrace on RX Antenna mast	PTZ Dome	1
22	Rly.Gate on Traffic Inspector's Office, Nr. YantraBhavan (Brown Gate)	PTZ Dome	1
23	On the corner of boundry wall	FF	1
	Hammallage Bldg.		
24	On terrace	PTZ Dome	1
	New Yellow Gate, Indira Dock		
25	Entry/Exit Gate of vehicle	FF	2
26	At Entry/Exit of pedestrians	FF	4
27	Inside Baggage Scanner Center	FF	1
28	Outside Gate	PTZ Dome	1
29	On boundary wall/Pole Opp. New Yellow Gate, ID	PTZ Dome	1
	ShramikBhavan		
30	At Entrance & in the Corridor	FF	2
31	On terrace of ShramikBhavan facing Gamadia Gate	PTZ Dome	1
	Sheds (On Lattice Tower)		
32	11-ID, Lattice Tower No.T-10A	PTZ Dome	1
33	12 A -ID Lattice Tower No. (Opp. Hammalage Nr. Sanitary Office)	PTZ Dome	1
34	12 A -ID, Lattice Tower No.T-5	PTZ Dome	1
35	13B-ID, Lattice Tower No.T-7	PTZ Dome	1
36	15-ID, Lattice Tower No.T-9	PTZ Dome	1
37	19-ID, Lattice Tower No.T-14	PTZ Dome	1
	SDM's Office		
38	On terrace facing inner lock gate	PTZ Dome	1
	Traffic Bldg. P&V		
39	On existing location	PTZ Dome	1

	Red Gate, P&V		
40	On boundary Wall	PTZ Dome	1
	14 V D		
41	On Corner of Shed	PTZ Dome	1
	15 V D		
42	Landing Jetty for JD (Removed due to disturbance of thick vegetation)	PTZ Dome	----
	OGPD		
43	Entry/Exit Gate of vehicle	FF	4
44	New Location on High mast	PTZ Dome	1
45	Outside Gate on boundary wall	PTZ Dome	1
46	Near Permit Section Chowky	FF	1
	Yellow Gate, P&V		
48	Entry/Exit Gate of vehicle	FF	1
	Purple Gate,Nr.BhauchaDhakka		
49	Entry/Exit Gate of vehicle	FF	----
50	Outside Gate on Light Mast (Removed & installed at PP Jetty-5)	PTZ Dome	----
51	Coast Guard Bldg. on boundary wall (Removed & kept at CCTV control center as spare)	PTZ Dome	----
	Head Office		
52	1 each at Port Bhavan, Vehicle Entry &Vijaydeep	FF	3
	PTZ: 31-2= 29		
	FF: 33-1=32		
	Spare: PTZ: 2 FF: 1		
	Total Existing Cameras		60
CCTV Locations: Pirpau			
No.	Location	Camera Type	Qty
1	Entry/Exit Gate of Security Chowky	Fixed Focal	1
2	AEGIS Complex	PTZ Dome	1
3	On iron structure near CISF Chowky (At Oil Spill location)	PTZ Dome	1
4	Barricade Gate	FF	1
5	Barricade Gate on iron structure	PTZ Dome	1
6	On Jetty on Electrical Pole no. 112	PTZ Dome	1
7	Old Pirpau Jetty (Near Security Chowky/Foam Tank)	PTZ Dome	1
8	On Jetty on Electrical Pole no. 67	PTZ Dome	1
9	On Jetty on Electrical Pole no. 41	PTZ Dome	1
10	Extreme end of Service Building	PTZ Dome	1
11	Existing camera location	PTZ Dome	1
12	New Jetty Landing jetty	FF	1

13	On pole erected At middle of road between Fire brigade Bldg. and start of Jettey	PTZ Dome	1
14	Camera removed from purple gate installed at Jetty no.5	PTZ Dome	1
	Total Fixed Camera: 03 Total PTZ Dome Camera: 11		14

New Requirement

SL NO.	LOCATION	QTY	REMARKS
1	Opposite side of Orange gate on boundary wall	1	1. PTZ camera at back side of orange gate on boundary wall near OG-01
2	Weight bridge near yellow gate	1	1. PTZ camera is required to install at weigh bridge near yellow gate.
3	Between Clock tower and Orange gate	2	02 Nos of PTZ cameras are required to be installed between Clock tower and Orange gate either on corner of the shed or on the parameter wall.
4	Old yellow gate	1	Presently only 01 camera is installed at the old yellow gate and another 01 PTZ camera is required to install at the said site to cover all the possible areas.
5	Custom Jetty	1	1 PTZ camera is required to install near custom jetty to cover the sea side as well as tanker movement.
6	Tango-2 Static duty post (Gemon Jetty)	1	Presently there is no any camera to cover this location so 01 PTZ camera is required to be installed.
7	Car Carrier Unloading Point (Cambodia side)	1	At present there is no camera to cover the loading and unloading of the said site.
8	Back side of 14 VD shed	1	At present there is no camera installed at the said location
9	BPX	2	At present there is no camera to cover the movement of cruise ship.
10	New Domestic Cruise Terminal(Shamiyana)	2	Presently no camera has been installed to cover the passenger movement for Domestic cruise near Green Gate .
11	Pump House Near Dry Dock	1	No camera available at present time.
12	13-14 ID camera near gammon canteen	2	At present there is no camera installed at the said location.
13	20-21 ID	1	At present there is no camera installed at the said location.
14	New VTMS Building	2	At present there is no camera installed at the said location.
15	7 ID to 12 ID	3	At present there is no camera installed at the said location.
16	Pir Pau Main Gate	2	At present there is no camera to cover the outside view of Pir Pau Main gate. Hence 02 PTZ cameras are required to be installed.

17	MOT Shed Area	1	At present there is no camera installed at the said location.
18	MOT Shed area facing at boundary wall at the back side of PP Main Gate	2	At present there is no camera installed at the said location.
19	Fire building Office	1	At present there is no camera installed at the said location.
20	Between the fire building crossing and over bridge	1	At present there is no camera installed at the said location.
21	Back Side of the Over Bridge	1	At present there is no camera installed at the said location.
22	Old Jetty Facing Sea Side	1	At present there is no camera installed at the said location
23	CISF Barrack JD	1	At present there is no camera installed at the said location.
24	Jetty-02	1	At present there is no camera installed at the said location.
25	Double Storey Building	1	At present there is no camera installed at the said location.
26	To cover the tank side	1	At present there is no camera installed at the said location.
27	Control Tower PP	1	At present there is no camera installed at the said location.
28	Landing Point of JD	1	The located camera on the JD Landing Point covers the small area Hence an another additional camera needs to be installed at the same.
29	Infrared/thermal CCTC should be installed at sea front for coverage of any untoward incident	5	1.BPX
			2.14 VD
			3. Lock gate
			4.SCB(Pir Pau)
			5.Jetty -5(JD)
Total Cameras		42	

03. The list of cameras required to be relocated is mention below			
Sl no	Location	Type	Observation and Remarks
1	14 VD	PTZ	The height of camera is not satisfactory Hence the same needs to be relocated.
2	02 Cameras have been installed adjacent to each other inside International cruise terminal building due to construction of new terminal building	PTZ	One of the 02 cameras may be installed backside of the terminal to cover the vessel movement at BPS.
3	Turning Point PP	PTZ	This camera cover the small area Hence the same needs to be relocated by 02 FIX Cameras.
4	JawaharDweep Landing Point	PTZ	The height of camera is not satisfactory Hence the same needs to be relocated.

Annexure VIII

Gate Locations

Location	Entry / Exit - Vehicle Tracking	Vehicles	Entry / Exit - Pedestrian Lanes	Visitor
(A) Docks Area				
OGPD1	Exit	Cargo Vehicles / Cargo handling equipment with vehicle DEP	x	Driver / Cleaner
OGPD2	Exit		x	
OGPD3	Entry		x	
OGPD4	Entry		x	
Blue Gate	x	--	4 Lanes	DEP Holders
Yellow Gate PD	Entry / Exit	Employees / Govt Agencies	x	Employees & Govt Agencies in vehicle
New Yellow Gate ID (IN)	Entry	All vehicle types with vehicle DEP	8 Lanes	DEP Holders , Driver / Cleaner
New Yellow Gate ID (OUT)	Exit	All vehicles type with vehicle DEP		
Green Gate (IN)	Entry	VIP / Emergency	2 Lanes	DEP Holders
Green Gate (OUT)	Exit	VIP / Emergency		
Customs Notified Area				
Hay Bunder	Entry / Exit	Cargo Vehicles / Cargo handling equipment with vehicle DEP	2 Lanes	DEP Holders, Driver / Cleaner
Haji Bunder	Entry / Exit		2 Lanes	DEP Holders, Driver / Cleaner
Manganese Ore Depot (MOD)	Entry / Exit		2 Lanes	DEP Holders, Driver / Cleaner
Frere Basin	Entry / Exit		2 Lanes	DEP Holders, Driver / Cleaner
RCD Grain Depot	Entry / Exit		2 Lanes	DEP Holders, Driver / Cleaner

Location	Entry / Exit - Vehicle Tracking	Vehicles	Entry / Exit - Pedestrian Lanes	Visitor
(B) Stream				
Pir Pau	Entry / Exit	Cargo Vehicles / Cargo handling equipment with vehicle stream permit	2 Lanes	Stream Permit, Driver / Cleaner
JawaharDweep	x	x	2 Lanes	Stream Permit
(C) Office Buildings				
Port House / VijayDeep		x	--	Identity / attendance
Shramik Bhavan / Permit Section		x	--	Identity / attendance
Krupanidhi Bldg		x	--	Identity / attendance
ABB Building		x		Identity / attendance
Bhandar Bhavan		x		Identity / attendance
Imperial Chamber		x	--	Identity / attendance
Hospital	Entry / Exit	General Vehicles	--	Identity / attendance

ANNEXURE - IX

PRICE BID

Sr.No.	Description	In Percentage
1	Percentage (35%) Sharing on Gross Revenue earned from the various entry permits issued for People and Vehicle, overstay charges of the vehicle, company registration and stream passes, parking charges inside dock per month	Percentage (%) share of revenue to be quoted in excel BOQ in the Price Bid only

(Price Bid / Percent Share NOT DO BE included in the technical bid)

FOR REFERENCE ONLY
NOT TO BE QUOTED IN TECH BID

ANNEXURE- X

FORMAT OF CONTRACT AGREEMENT

(The successful tenderer shall fill in this form in accordance with the instruction indicated)

THIS CONTRACT AGREEMENT is made
The (date, month and year)

Between

- (1) The Board of Mumbai Port Authority, an autonomous body of the ministry of Shipping of Government of India, incorporated under the Major Port Authority Act, 1963 as amended thereafter, under the laws of India and having its principal place of business at, Mumbai- Maharashtra [herein after called "the Port"], and
- (2) (insert name of contractor), (incorporated under) the laws of (insert country of contractor) and having its principal place of business at (insert: address of contractor) (herein after called "the contractor")

WHEREAS the employer/Board invited tenders against tender No..**MEED/EDP/233/2024**.for execution of (tender title and brief description) viz., and has accepted a tender by the contractor in accordance with the supply/delivery schedule, in the sum of (insert contract price in words and figures, expressed in contract currency (ies)) (herein after called "the contract price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract referred to.
2. The following document shall constitute the contract between the employer/board and the contractor, and each shall be read and construed as and integral part of the contract.
 - (a) This contract agreement.
 - (b) Terms and Conditions of Contract alongwith General conditions.
 - (c) Scope of Work
 - (d) Notice inviting tender
 - (e) Replies issued to the pre-bid queries, addenda if any issued (number and dates)
 - (f) The contractor's bid and original price and delivery schedule
 - (g) The employer/board's notification of award

- (h) (correspondences the employer/board has exchanged with the bidder till and after award of contract, specific letter and dates)
- (i) And any other document mentioned in the tender.

AND WHEREAS

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

- 3. In consideration of the payment to be made by CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/BOARD that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work at the time and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/BOARD does hereby agree with CONTRACTOR that CONTRACTOR will pay to EMPLOYER/BOARD the respective amount for the work actually done by him and approved by EMPLOYER/BOARD as per the payment terms accepted in the CONTRACT and payable to EMPLOYER/BOARD under provision of contract at such time and in such manner as provided for in the CONTRACT.

AND

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

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

For and on behalf of the EMPLOYER BOARD

Signed: (insert signature)

In the capacity of: (insert title or other appropriate designation)

In the presence of: (insert identification of official witness)

For and on behalf of CONTRACTOR

Signed: (insert signature of authorized representative(s) of the Contractor)

In the capacity of: (insert title or other appropriate designation)

In the presence of: (insert identification of official witness)

DATA SHEET

1. Constitution of Firm :

2. Nature of the firm (state whether :
Ltd. company, Partnership/Associates
or Firm or Sole Proprietor),
if Partnership, attach Photo Copies
of Partnership deed.

3. Year of Establishment :

4. Registration No., if any :

5. Telegraphic address, if any :

6. Registered Postal Address :

7. Telephone No (s), if any :

8. Email Address :

9. Address of Branches, if any :

10. a) Name of the Directors in case :
of company/Associate
b) Name of the Partners in case :
of Partnership Firm
c) Name of the Proprietor :
(Please indicate address of each
Director, partner, Proprietor as the
case may be with telephone No.
if any)
d) Name of the Chairman in case of :
Co-Operative Society.

11. Permanent Income Tax No. :

12. Goods & Services Tax No. :

13. FEATURES OF THE PROPOSED SYSTEM AND ITS SUPPORTING FACILITIES :

13) ESTIMATED COST : Rs. _____/- (In figures)
Rs. _____/- (In words)

14) IMPLEMENTATION PLAN:

15) OPERATIONS AND MAINTENANCE PLAN

16) FINANCIAL INFORMATION

a) Net worth

Year	Net Worth
2021-2022	
2022-2023	
2023-2024	

(Supported by Audited Balance Sheets)

(Supported by certificate issued by Chartered Accountant with UDIN)

13. Name of the Bankers and Branch :
With full address.

14. Type of Bank Account & Account No :

15. Name (s) of person (s) operating :
the Account.

We do hereby certify that the information as provided above is correct and true in all respects.

SIGNED BY

NAME & ADDRESS

Date:

Rubber Stamp

Annexure - XII

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be issued by a Mumbai Branch of any Nationalized Bank or Scheduled Bank other than Co-operative Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assignees;

In favour of

The Board of Mumbai Port Authority (hereinafter called “Board”) having its office at Port Bhavan, ShoorjiVallabhdas Marg, Ballard Estate, Mumbai – 400 001 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 assignees;

Whereas M/s. _____ Ltd. a Company registered under the Companies Act, 1956 having its registered office at _____, (hereinafter called “the successful bidder”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its heirs, executors, administrators, successors and assignees has successfully bid and has been selected as successful tenderer in respect of Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority on revenue share basis for a period of 10 years and the Board has issued a Letter of Award of contract to the Successful Bidder.

Whereas the Board has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs. **1,64,40,000/- (Rupees one crore sixty four lakh forty thousand only)** by way of security for execution of the License Agreement for the Project within a period of **30 days** from the date of issue of the Letter of Award of contract and for guaranteeing the due construction of the Project facilities and services and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnesseth that in consideration of the premises, We,
_____ guarantor hereby undertake:

(i) To pay the amount due and payable under this guarantee without any demur on demand from the Board stating that the bidder has failed to perform the obligations stated in the contract agreement. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the guarantor under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs.1,60,00,000/- (Rupees one crore sixty lakh only).

(ii) To pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the guarantor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

(iii) The above payment shall be made by the Guarantor without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Board is disputed by the Successful Bidder or Not.

(iv) In order to give effect to this Guarantee the Board shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Implementation Plan or other documents by the Board or by the extension of time of performance guaranteed to the Successful Bidder or any postponement for any time of the power exercisable by the Board against the Successful Bidder or forebear or enforce any of the terms and conditions of the Implementation Plan and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the Board or any indulgence by the Board to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(v) The Guarantor further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the **Chief Mechanical Engineer** of the said Board certifies that the terms and conditions of the said licence have been fully and properly carried out by the said bidder and accordingly discharge this guarantee. PROVIDED HOWEVER that the Guarantor shall at the request of the Board but at the cost of the Bidder renew or extend this guarantee for such further period or periods as the Board may require from time to time.

“Notwithstanding anything contained herein :

- a) The Guarantor's liability under this Bank Guarantee shall not exceed **Rs.1,60,00,000/- (Rupees one crore sixtylakh only)**;
- b) This Bank Guarantee shall be valid and shall remain in force for a period of _____ months from _____ i.e. upto _____; and inclusive of _____(date).
- c) The Guarantor is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Board serve upon us a written claim or demand on or before _____(date of expiry of Guarantee) ”.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee.

In Witness whereof the Guarantor has set his hands hereunto on the day, month and year first hereinabove written.

For (Name of Bank)

Dated _____ day of _____ 2024 Signature

(Name)

TENDER FOR Build, Operate and Maintain Integrated Access control and Surveillance system of Mumbai Port Authority on revenue share basis for a period of 10 years.

UNDERTAKING

I/We hereby give an undertaking that I/we have not made any payment or illegal gratification to any person / authority connected with the bid process, so as to influence the bid process & have not committed any offence under the Prevention of Corruption Act in connection with the bid.

2. I/We hereby declare that I/We have not made any payments or propose to make any payment to any intermediaries (agents etc.) in connection with the bid. (If any such payments are made, give the names of the intermediaries and the amount paid).

Signature of Tenderer with Stamp and date

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder’s letter head)

To _____
(Project Title)

Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Licensor may invite us to participate in due time for opening of the Price Cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or --- venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the tender document uploaded on website is full and final for all legal/contractual obligations.

Further, as required, we declare that

- a) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- b) We have not made any payment or illegal gratification to any persons/authority connected with the Bid process so as to influence the Bid process and have not committed any offence under Prevention of Corruption Act in connection with the Bid.

Date:

Place:

Name of the Bidder: _____

Represented by (Name & Capacity) _____

Company Seal & Stamp

INTEGRITY PACT

(The agreement shall be executed on Rs.100/- non judicial stamp paper only by successful bidder. However, scanned copy of completely filled-in and signed Pre-Contract Integrity Pact executed on plain sheet of paper is to be uploaded along with the bid.)

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/s for Tender No. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 - Commitments of the Principal.

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process, treat all BIDDERS with equity and reason. The principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in the relation to the process or the contract execution.

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

The Bidder (s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

b. The Bidder(s) /Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence, under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The bidder(s)/contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principle if any.

Further details as mentioned in the “Guidelines on Indian agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agents/ representative have to be in Indian rupees only. Copy of the “Guidelines on Indian agents of Foreign Suppliers “as Annexed and marked as Annex- “A”.

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

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from Tender process and exclusion from future contracts.

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

Copy of the “Guidelines on Banning of Business dealings” is annexed and marked as Annexure “B”.

Section-4 Compensation for damages.

1. If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the contract value, or the amount equivalent to Performance Bank Guarantee.

Section-5 Previous transgression

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

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

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

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

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

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

Section-8 Independent External Monitor / Monitors

1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions, by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairman, MbPA.
3. The Bidder(s)/Contractor(s) accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or take corrective action, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in specific manner, refrain from action or tolerate action.

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

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

Section-9 - Pact Duration

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

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

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

Section-10 Other Provisions

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

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

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

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

.....
[Signature]
.....
(For & on behalf of the Principal)
Office seal

Place: Mumbai
Date:

[Signature]
Witness-1: (for Principal)

Name and Address *Smt. M.P. Joshi*
.....
.....



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

Place: Mumbai
Date:

Witness-2: (for Bidder/ Contractor)

Name and Address
.....
.....

ANNEXURE XVI

NON - DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Mumbai the _____, day of _____, 20

By and between:

The Board of Mumbai Port Authority, a statutory corporation, constituted under Major Port Authorities Act ,2021 , under the Laws of India and having its principal place of business at Port House, S.V. Road, Ballard Estate, Mumbai – 400 001 (hereinafter referred to as "CLIENT") which expression shall unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns of the First Part;

And

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

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

WHEREAS:

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

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

1. The proprietary and confidential information to be accessed by and received by the parties shall be subject to the terms and conditions set out herein below:
Any and all oral, written, electronic, graphic or machine – readable information including, but

not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the “Receiving Party” by, or at the direction of the “Furnishing Party” including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of two or more of these generated by the Receiving Party (collectively, the “Information”), will be treated as confidential as provided in this Agreement.

2. For purposes hereof, “Information” shall not include:

- (a) Information in the public domain at the time that it was provided by the Furnishing Party or which subsequently came into the public domain other than as a result of breach of this Agreement;
- (b) Information obtained from a third party who is authorized to do so;
- (c) Information independently developed by the Receiving Party without reference to the Information; or
- (d) Information in the possession of the Receiving Party prior to its disclosure by the Furnishing Party to the Receiving Party.

3. All Information:

- (a) Shall remain the property of the Furnishing Party;
- (b) shall be treated as confidential by the Receiving Party, and the Receiving Party shall take such action as shall be necessary or desirable to preserve and protect the confidentiality of the Information and in any event using means not less than those used to protect its own confidential information;
- (c) Shall be used solely for purposes as provided in this Agreement, and for no other purpose; and
- (d) shall not be disclosed to any third party other than the Receiving Party and such of its officers, directors, employees, financial advisors, accountants or attorneys necessary on a “need to know” basis (each an “Authorized Person”) without the Furnishing Party’s prior written consent, and provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof; Provided however, that prior to disclosing the Information, the Receiving Party shall require each person who receives the Information to be cognizant of and to comply with the terms and conditions of this Agreement.

4. In the event that the Receiving Party or any of its Authorized Persons becomes legally compelled (including, without limitation, by law, rule, regulation or governmental regulatory or administrative or similar agency as part of a judicial or administrative proceeding including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any of the Information, the Receiving Party shall provide the Furnishing Party with immediate written notice of such requirement so that the Furnishing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph. If Furnishing Party fails to obtain

injunction or protective order and the Receiving Party provides information due to statute, regulation, Court directive or order of a statutory authority, Receiving Party shall not be held liable to the Furnishing Party for any loss or damage or otherwise.

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

6. The Receiving Party recognizes that a breach of this Agreement may cause irreparable harm to the Furnishing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, the Receiving Party agrees that in the event of such breach, the Furnishing Party may be entitled to injunctive relief in addition to such other legal including criminal prosecution for such breach or equitable remedies as may be available. Receiving party shall be responsible and liable to the Furnishing party for any unauthorized disclosure or any breach of the terms and conditions herein contained. Receiving party hereby indemnifies and agrees to keeps the Furnishing party saved, defended, harmless and indemnified from and against all costs, charges, expenses and damages whatsoever except exponential or consequential damages.

7. The Receiving Party will not use nor permit the use of the Furnishing Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to the Furnishing Party, in any notices to third parties or in any press release or other public announcement or advertisement, however characterized, without the Furnishing Party's prior written consent.

8. This Agreement shall terminate on the earlier occurrence of (a) Parties entering into a definitive agreement for or (b) parties decide not to enter into business relation for the document management solutions services. Upon termination of this Agreement, the Receiving Party shall, as per the direction of the Furnishing Party either, return or destroy all Information, and no Information shall be stored by the Receiving Party in any form. Notwithstanding the return or destruction of the Information or the termination of this Agreement, the Receiving Party shall continue to be bound by its obligations of confidentiality hereunder for two (2) years from the date hereof.

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

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

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

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

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

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Employer

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

The common seal of Board of Mumbai

Port Authority was affixed

in presence of

Dy. Secretary
MUMBAI PORT AUTHORITY

ANNEXURE XVII

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Original or copy No:

Ref. Date:

To,

The Chief Mechanical Engineer

Mumbai Port Authority

Dear Sir,

We hereby confirm that we/ satisfy the terms and conditions laid out in the TENDER.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the TENDER. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

ANNEXUE XVIII:

ECS / RTGS / NEFT TRANSACTION PARTICULARS

- Bank Account No. :
- i) Type of Account (SB, CA,) :
 - ii) Name of Bank :
 - iii) Branch Address :
 - iv) Branch Code :
 - v) 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]*

Note: The Tenderer shall enclose a copy of cancelled cheque.

ANNEXURE XIX:

Power of Attorney for signing of Bid (Single Entity)

(To be executed on Rs 500/- stamp paper)

Know all persons by these presents, [We(name of the company)] incorporated under the laws of India and having its registered office at [..... ("Company")] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name)..... son/daughter/wife of and presently residing at..... who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the work of "Undertaking Valuation & Determination of Total Value of investment made at Slipway Nos. 3, 4 and 5 of Mumbai Port Workshop at Mazagaon, Mumbai." pursuant to the Tender No. MEED.05/2024 issued by the Authority (the "Authority") and for our selection as Selected Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the 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. IN WITNESS WHEREOF POWER OF ATTORNEY ON THIS. THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS DAYOF....., 2024.

For

(Signature)

(Name, Title and Address)

Witnesses: (Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

ANNEXURE XX

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

1. We, M/s. _____ hereby declare that, we have read carefully O. M. Dated 30.07.2020, O.M. dated 23.07.2021 & Order (Public Procurement No. 1) dated 23.07.2020 regarding restrictions on procurement from a bidder of a country or bidder having commercial arrangements with the entity from a country which shares a land border with India and sub-contracting to contractors from such countries.

2. 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.

3. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

Signed: [insert signature of person]

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

Name: [insert complete name of person signing]

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

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