



Mumbai Port Authority
Civil Engineering Department

TENDER DOCUMENT

Tender No.E- 89/2023

**Consultancy Services for carrying out the structural audit of Raoli
Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port
Authority**

Civil Engineering Department
3rdfloor, 'Port House', Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai – 400 001
Tel. No.: +91-22-66564560
Website: <http://www.mumbaiport.gov.in>

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

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over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**

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TENDER SCHEDULE

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	18.04.2024	10:00 Hrs.
2.	Document Download start date	18.04.2024	10:00 Hrs.
5.	Document Download End Date	09.05.2024	15:00 Hrs.
6.	Bid Submission Start Date	04.05.2024	10:00 Hrs.
7.	Bid Due Date	09.05.2024	15:00 Hrs
8.	Bid Opening Date	<u>10.05.2024</u>	<u>15.00 Hrs</u>

Pre Bid Meeting will not be held for the subject tender. Prospective bidders are requested to mail their queries to Shri KD Phopale, Executive Engineer, GW MOT at kd.phopale@mumbaiport.gov.in The replies to the Queries will be published on CPP Portal and MbPA website.



Mumbai Port Authority
Civil Engineering Department

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Salient Features of the Tender

Sr. No.	Particulars	Details
1.	Name of Work	<u>Tender No. E- 89/2023</u> Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority.
2.	Scope of Work	The proposed work comprises of carrying out the structural audit for of Raoli Bridge over Culvert No.7 at wadala mahul Road as detailed in Annexure 9. The tests required to be carried out are NDT (Non-Destructive Tests) and its analysis, tests for RCC structures as per relevant IS Standard and any other test necessary for Structural Audit. The detailed scope of work is mentioned in clause No. 1.4 of Tender notice.
3.	Estimated Cost of work put to tender	This is an Lumpsum contract. The tenderers have to quote their lumpsum price in BOQ.
4.	Tender Fee	Rs. 2100.00 including 5 % GST Payable at www.eplatform.mbptedi.gov.in
5.	Earnest Money Deposit	Rs 10000/- (Rs Ten Thousand only) Payable at www.eplatform.mbptedi.gov.in
6.	Permanent Security Deposits (PSD)	Performance Security Deposit (5 % of the contract value)
7.	Contract Period	30 days from the effective date of commencement as per clause 4.2.1 of GCC.
8.	Liquidated Damages for default	Liquidated damages at Rs.1000 per day will be recovered from the bills of the structural audit consultant for the delay in completion of services, subject to a maximum ceiling of 10% of the Contract Price.
9.	Validity of Offer	90 days from the date of opening of the bid



Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89/2023

**Consultancy Services for carrying out the structural audit of Raoli Bridge over
Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**

1.Tender Notice

1. Invitation:

- 1.1. Digitally signed and uploaded, Online bids form structural audit consultants empanelled with Municipal Corporation of Greater Mumbai under Single Stage Single (Technical & Financial) Cover system under Lump sum basis are invited by the Chief Engineer on behalf of Board of the Mumbai Port Authority from the experienced, resourceful structural audit consultants with proven technical and financial capabilities for execution of the work of **Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**
- 1.2. Interested eligible tenderers may obtain further information and inspect the tender documents at the e-Procurement website <https://eprocure.gov.in> This website can also be accessed by clicking the link at MbPA's Website <http://www.mumbaiport.gov.in>.
- 1.3. The Tender is to be submitted under single cover system containing the price bid only.
- 1.4. Salient Features / Brief Scope of the Work.

The Raoli Bridge over culvert no.7 is constructed in the year 1981-82. It is a RCC structure with abutments on both side. The length of RC bridge is 37 meters with width of 7 meter. The bridge is constructed over the Nallah running across Wadala Mahul road. This approach road leads to Marine oil Terminals, Pirpau berths. The road and Bridge are extensively used by the Port users viz TATA,BPCL,HPCL,AEGIS etc . It is observed that a cavity at the centerline of deck slab have been formed. Therefore MbPA desires to have structural auditing of the bridge along with repair methodology to be adopted with bill of quantities & cost estimate of repairs of Raoli Bridge over Culvert No.7 at wadala mahul Road.

1.5. Type of tests envisaged for the structure :-

Non-Destructive Tests (NDT) & Analysis (As per relevant IS code):-

Each of the following required no of Non Destructive Tests (NDTs) are to be carried out for reinforced concrete structure,

- (a) Schmidt Hammer Test
- (b) Ultrasonic Pulse Velocity
- (c) Half Cell Potential Survey
- (d) Carbonation Test.

- (e) Chemical Analysis pH, Chlorides, Sulphates
- (f) Cover Meter Survey
- (g) Core Test
- (h) Surface preparation

- 1.6. Tests For Load Bearing: - The Structural Audit consultant have to carry out required Test to ascertain load bearing capacity of the bridge.
- 1.7. Any other test Consultant feels necessary.
- 1.8. Before the Tests, the structural auditor / consultant should inform to the MbPA Engineer-in-charge for the test required to be carried out. The Structural Consultant has to include the test results and the test reports along with the exact location of a particular member of the structure, on which the test is carried out in the structural audit report.
- 1.9. The structural auditor will have to submit final detail structural audit reports in soft & hard copy (3 Nos) to Chief Engineer, MbPA which shall include all issues such as physical inspection report, conditions of the bridge, axle-load carrying capacity, repair methodology, detailed bill of quantities, detail estimate of repairs, drawings, remedial measures to be taken etc.

2. Contents of Structural Audit Report :

The report shall cover following information,

- (a) Name, type & location of structure with other relevant details.
- (b) Date of Inspection.
- (c) Name of MbPA representative, who has witnessed the tests.
- (d) General observation about the structures & detailed inspection report, after Physical Inspection.
- (e) List of tests carried out along with its location details, for the structure.
- (f) Analysis of test result and NDT test / other test assessment should be duly signed and stamped by the consultant.
- (g) Copies of tests carried out at approved and authorized outside laboratories, along with the copy of approval and authorization documents about the outside laboratories.
- (h) Carry Out Remaining Life Analysis of Structures and submit the same.
- (i) Preparation and submission of design plan for propping system to be provided to ensure Structural Safety and also advice whether the any restriction on vehicular movement on the bridge structure is required to be immediately imposed or not, etc.
- (j) To suggest a repair methodology with Bill of quantities and estimated cost of repair of bridge structure.

3. Eligibility Criteria:

The consultants must be empanelled with MCGM (Municipal Corporation of Greater Mumbai) to carry out the structural Audit of the building. In support of eligibility, the bidders have to submit a Valid Certificate letter from MCGM for empanelment along with the offer.

4. Joint Venture / Consortium:

(Joint venture is not allowed for this Tender.)

5. The tenderer shall furnish complete information in respect of their firm in Annexure '1 to 7' enclosed with the Tender document.

6. Procedure for obtaining Tender Documents:

(i) Interested tenderers will have to download the tender document from MbPA website www.mumbaiport.gov.in and/or www.eprocure.gov.in. The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such bid is liable for outright rejection.

(ii) The bidder is responsible to download Addendums/ Amendments/ Errata/ replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum/ Amendments/ Errata/ replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents shall be rejected outright.

7. Bid Submission

- i. The detailed procedure for online bid submission has been provided in "Instructions for Online Bid Submission" of this tender.
- ii. Complete bid submission is online on the website www.eprocure.gov.in. The payment of Tender Fee & EMD shall be done online. Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for **Tender Fee & 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 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.
- iii. 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.
- iv. The following documents are required to be submitted online:

Sr. No.	Documents to be submitted online
1	Copy of Receipt of Tender Fees and EMD paid online. OR the scanned copy of original certificate issued from: - District Industries Centers (DICs) Khadi & Village Industries Commission (KVIC) Khadi & Village Industries Board (KVIB) Coir Board National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME Directorate of Handicrafts and Handloom

	Any other body specified by Ministry of Micro Small & Medium Enterprises (MoMSME) Udyam Registration Certificate (URC) under the public procurement policy with effect from 18.9.2015 Towards availing benefits like the exemption of cost of tender fee & EMD. AND Copy of Certificate letter from MCGM for empanelment
2	Copy of Integrity Pact and Non-Disclosure Agreement (Annexure 5,6)
3	Copy of Power of Attorney to the person signing the Bid executed on Non Judicial Stamp Paper of Rs. 500/- (Annexure-7)
4	copy of duly signed letter of Application (On the Letter Head of the Bidder), undertaking, ECS Mandate (Annexures 1, 2 & 4)
5	Duly filled and signed scanned copy of Supporting Documents for Eligibility criteria mentioned in Tender Notice. (Annexures 3)
6	Copy of Registration of Employee's Provident Fund Organisation
7	copy of registration with Employee's State Insurance Corporation
8	Tender Set including BOQ in Excel
9	Copy of GST Registration and Copy of PAN Card
10	Certificate / letter from MCGM for empanelment, as a proof that they are presently listed in the valid empanelment list of MCGM

v. **Price Bid:**

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

vi. **Tender fee :**

The bidder has to pay non-refundable tender fee of **Rs.2100/-** Rupees (Two Thousand One Hundred only) (Inclusive of 5% GST) with their offer at www.eplatform.mbptedi.gov.in

vii. **The Earnest Money Deposit**

The Earnest Money to be deposited in respect of this tender is Rs 10,000/- (Rs Ten Thousand only)

Note:-

- a. The bidder shall pay the EMD online at www.eplatform.mbptedi.gov.in
- b. The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the Earnest Money deposited by the tenderer shall be forfeited.
- c. **Bids will not be considered in case the EMD and/or Tender Fee is not submitted in the form and manner described above.**

8. Tenderers who are registered with: -

- i. District Industries centers (DICs)

- ii. Khadi & Village Industries commission (KVIC)
- iii. Khadi & Village Industries Board (KVIB)
- iv. Coir Board
- v. National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry of MSME
- vi. Directorate of handicrafts and handloom
- vii. Any other body specified by Ministry of Micro Small & Medium Enterprises (MoMSME)
- viii. UDYAM Registration Certificate (URC)

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

9. **Contract period: 30 days from the effective date of commencement as per clause 4.2.1 of GCC.**
10. The bidders shall give an undertaking as per Annexure-'2' that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
11. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
12. The Board of Mumbai Port Authority reserves the right to reject any or all tenders without assigning any reasons thereof.
13. The rate quoted by the Consultant shall be **exclusive of GST** but inclusive all other incidental charges that the Consultant may have to bear for the execution of the works.
14. **Goods and Service Tax (GST) as applicable shall be reimbursed to the Consultant through the interim bills against the invoices raised.** However, the taxes like Income Tax etc. will be deducted at source as applicable as per prevailing rules and regulations.
15. For any details/clarification Shri Santanu Manna, Superintending Engineer, 3rd floor Port Bhawan, S V Road, Mumbai 400 001 may be contacted on 66564560 or 9833394948 or at e-mail: sb.manna@mumbaiport.gov.in
16. INTEGRITY PACT:
 - i. 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.

- 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 Consultant shall take the responsibility of the adoption of IP by the sub-Consultant.
- 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.
- 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.
- v. IP essentially envisages an agreement between prospective vendors / bidder, and Mumbai Port Trust, committing the person / officials of both sides to not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders who commit themselves to IP with MbPA, would be consider for evaluation of bid. IP would be implemented through Independent External Monitor (IEM), eminent person appointed by MbPA with approval of Central Vigilance Commission. The IEM would asses independently and objectively, as to whether and what extent the parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidder may raise disputes / complaints if any with the IEM. The IEM would examine complaints received by him and give his recommendations / views to the Chairman of Mumbai Port.
- vi. Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC and Shri V. Kannan, Ex-CMD, Vijaya Bank have been nominated as Independent External Monitors (IEMs) for the implementation of Integrity Pact whose address is as under:

<p>Shri Rajiv, IPS (Retd), Ex-Vigilance Commissioner, CVC Bungalow No.88, New Motibagh, New Delhi-110021 Mobile No. +91-9818916161 Email: shreerajiv1975@gmail.com</p>	<p>Shri V. Kannan, Ex-CMD, Vijaya Bank TA-1, Krishna Regency, Third Floor, Tata Silk Farm, K. R. Road, Basavanagudi Bangalore-560004 Mobile No. +91-8105305555 Email: kannan.venkata@gmail.com</p>
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17. The works contracts which do not involve transfer of property in goods are to be stamped with stamp duty of only Rs.100 and Rs.500/- and are not to be registered. As per the provisions of the Maharashtra Stamp Act, 1958, the Stamp Duty and registration charges of each tender including tender for works contract will be paid by the Consultant/works Consultant/successful bidder.
18. The Power of Attorney being a document under the statutory Act, the same should be executed on a Non-judicial Stamp Paper of Rs.500/-
19. Bidders are directed that the successful bidder will have to sign the Non-Disclosure Agreement – Annexure 8 at the initiation of the Project.

- 20.** Tenderer is responsible to purchase/ download Tender document and download Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc., if any, issued by MbPA, from the website before submission of the Tender. The tenderer shall submit duly signed copies of Addendums/ Amendments/ Errata/ Replies to the queries of the Party etc. along with the purchased or downloaded documents while submitting the Tender.

**Chief Engineer
Mumbai Port Authority**

Mumbai Port Authority
Civil Engineering Department

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2.Instructions for Online Bid Submission

1. 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>

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 Enrolment**” 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 e-mail 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 (DSC) (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 DSC's 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.

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.

3) 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.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please 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) 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.

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) The payment of Tender Fee and EMD shall be done online. Tenderer shall visit <https://eplatform.MbPAedi.gov.in> for making the payment for Tender Fee and EMD and choose the option "Latest Tenders" on the dashboard. After selecting the relevant tender, the tenderer can make online payment after entering the basic details of bank for refund purpose, the receipt generated as PDF file of EMD/Tender Fee/ or both (as the case maybe) 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.

- 5) Bidders are requested to note that they should necessarily submit their online financial bids in the format provided in the tender and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then 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 white 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. Bidders are requested to note that they should submit their online financial bids in the format provided in the tender and no other format in acceptable.
- 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become 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.

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.

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3.Instructions for Preparation and Submission of Tender

- 1.1 On line Tenders in Single Stage Single Cover (price bid) are invited for the work of **Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**
- 1.2 The tenders will be received by the Client/employer on line at www.eprocure.gov.in as mentioned in Tender Notice. The Client/Employer may at their discretion extend the date for receiving tender.
- 1.3 The tenderers are advised to acquaint themselves with the job involved at the site, examine the buildings & premises, climatic conditions, availability of labour, quarry materials, equipment, means of transport, communication facilities, entry restrictions, laws and bylaws of Govt. of Maharashtra or Govt. of India and any other statutory bodies and collect all information that maybe necessary for preparing and submitting the BID and entering into the contract.
- 1.4 The Tenderers shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the bid.
- 1.5 The Tenderer and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighbouring property which may be caused due to any act of the Tenderer or his servants and agents.
- 1.6 The Tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.
- 1.7 The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Specifications, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of tender, any amendments made there to from time to time, conditions, nature of the ground and substrata, quantity and nature of work, materials necessary for the completion of work, climatic conditions, means of access to the site, the existing roads and other means of communication, and in general shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Failure to comply with the requirements of the tender documents

will be on tenderers own risks. Tenders, who are not substantially responsive to the requirement of the tender documents, are liable to be rejected.

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

1.9 The Tenderer should submit a Power of Attorney (PoA) as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder. **The bids received without PoA as per Annexure 7 will be considered as Non-responsive and will be left out of consideration. Sole Proprietors are exempted from submission of Power of Attorney.**

2. **Earnest Money Deposit (EMD):**

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

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

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

2.3. **Refund of Earnest Money Deposit:**

(a) EMD of the Tenderers who are not qualified shall be refunded to them immediately (Within a week) after finalisation of short listing.

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

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

(d) The return of Earnest Money will be effected through ECS/ Banker's Cheque. In case of ECS, the tenderers are required to furnish particulars of the bank to which the amount of EMD is to be credited, in a mandate form Annx -6.

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

4. The Tender shall remain valid and open for acceptance for a period of 90 days from

date of opening of first cover. The Employer reserves their right to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or by Fax, E-mail or telex. The Tenderers will have an option to refuse the request without forfeiting his tender security. However, in the event of the Tenderer agreeing to the request, he will not be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his tender security.

5. **Eligibility and Qualification Requirement:**

The consultant must be empanelled with MCGM to carry out the structural Audit of the building as per Section 353 (B) MMC Act (Annexure-IV). In support of eligibility, the bidders have to submit the Certificate letter from MCGM for empanelment along with the offer.

6. At any time prior to the last date for submission of tenders, the employer may for any reason whatsoever change or Modify the tender documents by amendments. The amendments so carried out will be hosted on e-procure & MbPA website. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Employer may at their discretion extend the last date for submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into consideration such amendments. The responsibility of downloading such documents from above website fully lies with the Tenderer.'
7. The tenderers are required to enter the Lump sum price in the Excel file published with the tender. The items of the Schedule of Quantities & Rates are published in the PDF file. The percentage addition/ deduction will apply to the rates for each of the items in the Schedule of Quantities and Rates without reference to quantity or location of the work or any variation in the estimated quantity. The percentage addition/ deduction shall be quoted by tenderer having regard to the specification, conditions of contract and all other provisions in the tender document, and no variation in rates etc. will be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.
8. The price quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labour, transportation, execution, supervision, maintenance, lab reporting, analysis, overheads and profits and every incidental and contingent cost and charges whatsoever **excluding GST** as per Govt. Notifications etc. necessary for proper execution and maintenance of the works.
9. The tender documents shall not be defaced or detached. Additions and alterations or interpolations shall not be made in the tender document.
10. The tenderer shall submit his tender strictly based on MbPA's design and specifications.
11. Inspection of Site: Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Access to the site for inspection will be arranged by Shri. Santanu Manna, Superintending Engineer, 3rd floor Port Bhavan, S V Road, Mumbai 400001 may be contacted on 66564560 or 9833394948 or at e-mail: sb.manna@mumbaiport.gov.in
12. PRICE BID: The Price Bid shall be opened online at www.eprocure.gov.in on a due

date after verification of documents of empanelment with MCGM. The Price Bid shall be opened if the Tenderer's submission in Bid satisfies / includes all requirements and the same are found acceptable to the Employer / Mumbai Port Authority.

- 13.1. Conditional tender will be liable to be rejected / reviewed if it is found that;
 - i) The Tenderer proposes any alteration in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.
 - ii) All corrections are not initialled by the tenderer.
 - iii) Disclosure/indication of the price in the technical bid.
- 13.2. After the public opening of Tenders, information relating to the clarification, evaluation and comparisons of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or any other(s). Any efforts by the tenderer to influence the Employer, in the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in the rejection of the tenderer's tender.
- 13.3. To assist in the evaluation and comparison of tenders, the employer may ask tenderers, individually for clarifications of their tenders. The request for clarification and the response shall be in writing or by fax or by email , but no change in price or substance of the tender shall be sought, offered or permitted nor the tenderer be permitted to withdraw his tender before the expiry of the tender validation period.
- 13.4. The employer will determine whether the tender is responsive to the requirements of the tender documents. Responsive tender is one which interalia conforms to all the terms, general conditions and specifications of the tender documents and technically suitable.
- 13.5. Tenders determined to be responsive will be checked by the Employer for any arithmetical errors in computation and summation. Where there is a discrepancy between the unit price and total amount derived from the multiplication of the unit's price and the quantity, the unit price as quoted will govern.
- 13.6. Prior to the expiration of the prescribed period of tender validity or such extended period the Employer will notify the successful tenderer, by email or telex, fax confirming in writing by registered letter that his tender has been accepted. The notification of award will constitute the formation of the contract. Upon the furnishing by the successful tenderer of a performance security, the Employer will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful.
- 13.7. The Consultant shall, in accordance with the requirement of the Employer, afford all reasonable opportunities for carrying out their work to any other Consultants employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works.

13. INTEGRITY PACT

The successful bidder has to execute Integrity pact Agreement with Mumbai Port Authority (as per Annexure 5).

The scanned copy of Integrity Pact Agreement signed by the employer is uploaded along with the tender document. The bidder has to download the Integrity pact, sign same and shall upload scanned copy of signed Integrity Pact Agreement which is signed by the Employer and Bidder.

The scanned copy of Integrity Pact Agreement signed by the Employer, Bidder when uploaded by the bidder shall be treated as Integrity Pact, till the formal execution of Integrity Pact by the successful bidder.

The unsigned copy of Integrity Pact uploaded by the bidder shall be treated as invalid and bid may be considered as non-responsive bid.

14. Fraudulent documentation by bidders:

Submission of fraudulent documents by the bidder shall be treated as major violation of the tender procedure and in such cases, pursuant to clause no 33 of GCC, the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years. The list of blacklisted firms shall be published on Port Authority website.

**Chief Engineer
Mumbai Port Authority**

Mumbai Port Authority
Civil Engineering Department

Tender No.E-60/2023

Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority

4. GENERAL CONDITIONS OF CONTRACT:

4.1 General Provisions

4.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Employer" means Board of Mumbai Port Authority, a body corporate under the Major Port Authority Act, 2021, acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers so nominated by the Board.
- b. "Applicable Law" means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.
- c. "Contract" means the contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in the letter of award;
- d. "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause 4.2.1 of the General Conditions of Contract;
- e. "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;
- f. "GCC" means these General Conditions of Contract;
- g. "Government" means the Government of India;
- h. "Local Currency" means Indian Rupees;
- i. "Member", in case the Consultants consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- j. "Personnel" means persons hired by the Consultants or by any Sub-consultants as employees and assigned to the performance of the services or any part thereof; "Foreign Personnel" means such persons who at the time being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to the in Clause 4.3.5 of the General Conditions of Contract;
- k. "Party" means the Employer or the Consultants, as the case may be and Parties means both of them;
- l. "Services" means the work to be performed by the Consultants pursuant to this contract for the purposes of the Project, as described in scope of works, Technical Specifications and Terms of Reference
- m. "Sub-consultant" means any entity to which the consultants subcontract any part or the services in accordance with the provisions of Clause 4.3.5 of the GCC; and
- n. "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a sub-consultant.
- o. "Contract Sums" means gross amounts of Consultant's original proposal in Indian Rupees with tax, duties, fees and other imposition as provided for in Clause 4.1.10 of the GCC inclusive of all cost, all types of investigation, plants & equipment, Testing charges, preparation of reports etc if any.

4.1.2 Relations between the Parties

Nothing contained herein shall be construed as establishing a relation or master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

4.1.3 Law Governing the Contract

This contract its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law in India.

4.1.4 Language

This contract has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

4.1.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.

4.1.6 Notices

4.1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed or when sent by registered mail, telex telegram or facsimile to such party at the address given in the proposal document for issue of proposal document.

4.1.6.2 Notice will be deemed to be effective as follows:

- a. in the case of personal delivery or registered /speed post, on delivery;
- b. in the case of facsimiles, 24 hrs following confirmed transmission &
- c. in the case of email, 24 hrs following transmission of email.

4.1.6.3 A Party may change its address for Notice hereunder by giving the other Party, Notice of such change pursuant to the provisions listed in Clause 4.1.6.2 above.

4.1.7 Location

The services shall be performed at such locations as are specified and where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

4.1.8 Authority of Member in Charge

Not applicable.

4.1.9 Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed, under this contract by the Employer or the Consultants may be taken or executed by the authorized representative specified in bid document.

4.1.10 Taxes and Duties

The Consultants and their personnel (domestic consultant/personnel and foreign consultant/personnel) shall pay all the taxes , custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. GST shall be paid by the Mumbai Port as per the GST invoice raised by the consultants.

4.1.11 Request for additional information

In the event that the bidder desires additional information, he may submit queries in writing and the MbPA would endeavor to provide such information expeditiously.

The above documents must be treated absolutely confidential.

4.2 Commencement, Completion, Modification and Termination of Contract

4.2.1 Effectiveness of Contract

This contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the services. This notice shall constitute agreement between Employer and the Consultant till formal agreement has been signed.

4.2.2 Termination of contract for failure to become effective.

If this contract has not become effective within three months or such other time period as the party may agree in writing after date of the contract signed by the Parties, either party may, by not less than four (4) weeks written notice to the other Party, declare this contract to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

4.2.3 Commencement of services

The Consultants shall begin carrying out the services within 15 days or such other time period as the party may agree in writing.

4.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 4.2.9 of the GCC hereof, this contract shall expire when services have been completed and confirm by the Employer by issuing completion certificate or such other time period as the party may agree in writing.

If assignment completes in all respect before scheduled period, the contract may be foreclosed. In case of delay of assignment, the contract may be extended suitably. At the discretion of Employer without assigning any reasons of whatsoever, the assignment may foreclose at any stage. In case of foreclosure, percentage payment due upto the completed stage, will be made as indicated in the Financial Proposal. In case assignment foreclosure in the middle of any indicated stage in financial

proposal, pro-rata payment shall be made for the completed services as agreed mutually. The Consultant does not reserve any right to claim compensation of whatsoever nature for foreclosure of contract by Employer. The decision of the Chairman, MbPA shall be final and binding.

4.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

4.2.6 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

4.2.7 Force Majeure

4.2.7.1 Definition

a. For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this contract or (ii) avoid or overcome in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

4.2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a 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.

4.2.7.3 Measures to be taken

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

b. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14)

days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

c The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4.2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4.2.7.5 Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

4.2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.2.8 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

4.2.9 Termination

4.2.9.1 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder of this Clause 4.2.9.1 of the GCC terminate this contract -

(a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4.2.8 of the GCC hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.

(b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 4.7 of the GCC hereof;
- (d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the employer and which the Consultants know to be false.
- (e) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- (g) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause.

“Corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

4.2.9.2 By the Consultant

The Consultants may, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause 4.2.9.2 of the GCC, terminate this contract.

- (a) If the Employer fails to pay and money due to the Consultants pursuant to this contract and not subject to dispute pursuant to Clause 4.7, hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Employer is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause 4.7 hereof.

4.2.9.3 Cessation of Rights and Obligations

Upon termination of this contract pursuant to Clause 4.2.2 or General Condition 4.2.9 hereof, or upon expiration of this contract pursuant to Clause 4.2.4 hereof, all rights and obligations of the parties hereunder shall cease, except; such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality set forth in Clause 4.3.3 hereof; any right which a party may have under the Applicable Law.

4.2.9.4 Cessation of Services

Upon termination of this contract by notice of either party to the other pursuant to Clauses 4.2.9.1 or 4.2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clause 4.3.9 or 4.3.10 hereof.

4.2.9.5 Payment upon Termination

Upon termination of this contract pursuant to Clauses 4.2.9.1 or 4.2.9.2 hereof, the Employer shall make payments to the Consultants as under:

A) Amount due to the Consultant

i) Remuneration pursuant to Clause General Condition 4.5 hereof for services satisfactorily performed prior to the effective date of termination;

ii) reimbursable expenditures pursuant to Clause General Condition 4.5 hereof for expenditures actually incurred prior to the effective date of termination; and

B) Amount due from the Consultant

Amount due to or recoverable from the Consultant will be worked out considering difference of A) and B) above.

4.2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause General condition 4.2.9.1 or in Clause 4.2.9.2 hereof has occurred, such party may within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause 4.7 hereof, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4.3 Obligations of the Consultants

4.3.1 General

4.3.1.1 Standard of Performance

The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this contract or to the services, as faithful Consultant to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

4.3.1.2 Law Governing services

The Consultants shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub consultants, comply with

the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notification respect such customs.

4.3.2 Conflict of Interests

4.3.2. Consultant and Affiliates not to engage in certain activities

The consultant agrees that, during the term of this contract and after its termination, the consultant and any entity affiliated with the consultant, as well as any sub-consultants and any entity affiliated with such sub-consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the consultant's services for the preparation or execution of the project.

4.3.3. Prohibition of Conflicting Activities

The consultant shall not engage and shall cause their Personnel as well as their sub-consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

4.3.4. Consultant's Personnel and sub- consultants

The consultant shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the services.

The consultant and its personnel shall observe the highest standards of ethics and shall not have engaged in ill practices and shall have good conduct.

4.3.6 Insurance

The consultant shall maintain at his own cost personal and accidental insurance for all personal and accidental insurance for all personal and property to cover any risks arising from work and professional services to be rendered by the consultant under this consultancy agreement. MbPT shall not be responsible for any such events for effect thereof.

4.3.7 Programme to be submitted

The consultant shall submit detail programme of works to the employer within 14 days after receipt of the award letter.

4.3.8 Compliance with laws

The consultant and his sub consultants shall abide by all the local laws and regulations governing labour and other activities as applicable according to law prevailing from time to time.

4.3.9 Document prepared by the consultant to be property of the authority

4.3.9.1 All plans, drawings, specification, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the consultant (or by the sub-consultant or any Third Party) in performing the services shall

become and remain the property of the employer and all intellectual property rights in such consultancy documents shall vest with the employer. Any consultancy document, of which the ownership or the intellectual property rights do not vest with the employer under law, shall automatically stand assigned to the employer as and when such consultancy document is created and the consultant agrees to execute all papers and to perform such other acts as the employer may deem necessary to secure its rights herein assigned by the consultant.

4.3.9.2 The consultant shall, not later than termination or expiration of this agreement, deliver all consultancy documents to the employer, together with a detailed inventory thereof. The consultant may retain a copy of such consultancy documents. The consultant, its sub-consultants or a Third Party shall not use these consultancy documents for purposes unrelated to this agreement without the prior written approval of the employer.

4.3.9.3 The consultant shall hold the employer harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as claims') which may arise from or due to any unauthorised use of such consultancy documents or due to any breach or failure on part of the consultant or its sub-consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the employer.

4.3.10 Equipment and materials furnished by the employer
Equipment and materials made available to the consultant by the employer shall be the property of the employer and shall be marked accordingly. Upon termination or expiration of this agreement, the consultant shall furnish forthwith to the employer, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the employer.

4.3.11 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 up to 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 Proforma-I. All costs, charges and expenses including stamp duty incurred in this connection will be borne by the Contractor. Until such Contract Agreement is executed, the acceptance of the tender in terms of the Contract as defined in Clause No.1.1 (f) shall be binding upon the MbPT & the Contractor, and shall be the Contract.

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

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

4.4 Performance Security

- 4.4.1 Within 21 days of the receipt of the award letter from Employer, the successful bidder/s shall furnish to the Employer a Performance Security Deposit at 10% of the Contract value rounded to nearest thousands payable in the form of Demand Draft/Pay Order OR Bank Guarantee issued from any of the commercial bank in India. It will be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract.

The Performance Security Deposit above shall be lodged by the Contractor within 21 days from the date of award of contract. In case, security deposit is paid in the form of Bank Guarantee, where applicable, the same will be paid in 21 days from the date of award of contract

The Performance Security deposits shall not bear any interest.

4.4.2 Delay/ Failure to lodge Security Deposit:

- A. Unless the Performance Security Deposit, is furnished by the Contractor within 21 days from the date of award of contract or such further period as may be allowed by the Engineer in writing, the Earnest Money 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 PSD will carry 18 % interest for delayed period. However, Chief Engineer may condone only the delay if reasons for delayed submission of PSD are found genuine and factual.

4.5 Terms of Payment & Time Schedule:

The Consultant shall be paid the awarded lump sum fee/charges after completion of entire services as per the Specification and Terms of Reference

Note (i) Any part payments under the can be given at the discretion of Employer.

(ii) All the documents/reports including primary data shall be compiled, classified and submitted by the Consultant to MbPA in hard/soft form apart from the documents mentioned elsewhere in this document.

(iii) In the event of discontinuance of the contract during currency of any activity though the activity is not fully completed, the payment due for the activity shall be paid on pro-rata basis as assessed by the Employer and Employer's decision in this regard shall be final.

4.6 Completion certificate

A Completion Certificate shall be issued by the Employer on expiry of all the tasks and submission of all reports/ documents as indicated in scope of works, Technical Specification and Terms of Reference to this bid document to the satisfaction of the Employer.

4.7 Settlement of Disputes

4.7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

4.7.2 Dispute Settlement

Disputes shall be settled by arbitration in accordance with the following provisions:

The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this agreement. If the parties cannot resolve any such dispute then dispute shall be referred to the award of two arbitrators (one to be nominated by the "Consultant" and one by "Employer" or in case of said arbitrators not agreeing, then to the award of an Umpire to be appointed by the said arbitrators) in writing before proceeding on the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all Parties to the contract and the provision of the Arbitration and Conciliation Act, 1996 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the contract. The joint Arbitrators/Umpire may from time to time, with the consent of parties, extend the time for making and publishing the award. The joint Arbitrators/Umpire will be bound to give claim-wise detailed and speaking award and it should be supported by reasoning.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the Parties after completion of the work.

While invoking arbitration the contractor shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from Engineer-in-charge that final bill is ready for payment, the claim of consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the arbitrator these shall be paid equally by both Parties.

The arbitration proceeding shall take place in Mumbai only and same shall be under jurisdiction of High Court of Mumbai.

4.8 Goods & Service Tax (GST)

The Consultant shall be allowed to bill GST at prevailing rates in their running account bills. The Employer shall pay the amount of GST billed (as corrected in audit) in proportion of payment released.

4.9 Liquidated damages

4.9.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant the consequential damages thereof shall be quantified by the employer

in a reasonable manner and recovered from the consultant by way of deemed liquidated damages, subject to a maximum of the Agreement value.

4.9.2 Liquidated damages for delay

In case of delay in completion of services, liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the consultant, suitable extension of time shall be granted.

4.9.3 Encashment and appropriation of Performance Security

The Employer shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the consultant in the event of breach of this agreement or for recovery of liquidated damages specified in this Clause 4.9.

4.10 Liability of the Consultant

4.10.1 The consultants liability under this agreement shall be determined by the Applicable Laws and the provisions hereof

4.10.2 The Consultant shall, subject to the limitation specified in Clause 4.10.3 be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by them.

4.10.3 In case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the services, the Consultant, with respect to damage caused to the Employer's property, shall not be liable to the employer:

i for any indirect or consequential loss or damage

ii for any direct loss or damage that exceeds (a) the agreement value or (b) the proceeds that consultants may be entitled to receive from any insurance maintained by the consultant to cover such a liability, whichever of (a) or (b) or higher.

4.10.4 This limitation of liability specified in Clause 4.10.3 shall not affect the consultant's liability, if any, for damage to third parties caused by the consultant or any person or firm acting on behalf of the consultant in carrying out the subject services.

4.11 Variations and Adjustments

4.11.1 Right to Vary

The Engineer shall make any variation of the form, 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 appropriate, he shall have the authority to instruct the Consultant to do and the Consultant shall do any of the following :

- a. Increase or decrease the quantity of any work included in the Contract.
- b. Omit any such work (partially or fully).
- c. Change the character or quality or kind of any such work.
- d. Change the levels, lines, position and dimension of any part of the work.
- e. Execute additional work of any kind necessary for the completion of the work.
- f. Change any specified sequence or timing of any work of any part of the works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Sub-Clause 4.11.2, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of Contract by the Consultant or for which he is responsible, any additional cost attributable to such default shall be borne by the Consultant.

The Consultant shall not make any variation without an instruction of the Engineer.

4.11.2 Valuation Procedure

All variations referred to in Sub-Clause 4.11.1 shall be valued in the following manner :

- a) at the rates and prices set out in the Contract as assessed by the Engineer, with the prior approval of the Employer. The same shall be applicable. The same shall be applicable.
- b) If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices of similar items in the Contract shall be used as the basis for valuation so far as may be reasonable failing which after due consultation by the Engineer with the Consultant with the prior approval of the Employer suitable rates or prices shall be agreed upon between the Engineer and the Consultant.
- c) In the event of disagreement the Engineer shall fix such rates or prices with the prior approval of the Employer as are, in his opinion, appropriate and shall notify the Consultant accordingly.

Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause 4.5.

4.12 SPECIAL CONDITIONS OF CONTRACT

Safety Instructions during the execution of the work

1. The consultants shall provide all safety equipment's such as safety jacket, safety belts, safety shoes, helmets etc. to his labourers during the execution of the work.
2. If the consultant does not follow the safety precautions as prescribed in the tender conditions, the consultant will be imposed a penalty of Rs.1,00,000/- per occasion for not adhering to the instructions of the engineers.
3. Even if the consultant do not adhere to the safety instructions for continually three occasions during the execution of particular work, the consultant shall be debarred for six months period for participating in MbPA tenders.
4. During the execution of work if any death incidence occurs to the labourers employed by the consultant due to the negligence and also not adhering to the instructions on safety, the consultant shall be blacklisted for minimum 3 years and/or as may be decided by the Chief Engineer and will not be allowed to participate in any of the tenders of MbPA.

5. If the labourer is required to be worked at a height of 20 feet and above, the consultant shall provide the safety net. However, the consultant has to keep separate supervisor for supervising the same.

CHIEF ENGINEER

Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89/2023

Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority

Technical Specifications

1. Type of tests for different structures :-

Non-Destructive Tests (NDT) & Analysis (As per relevant IS code):-

Each of the following required no of Non Destructive Tests (NDTs) are to be carried out for reinforced concrete structure,

- (a) Schmidt Hammer Test
- (b) Ultrasonic Pulse Velocity
- (c) Half Cell Potential Survey
- (d) Carbonation Test.
- (e) Chemical Analysis pH, Chlorides, Sulphates
- (f) Cover Meter Survey
- (g) Core Test
- (h) Surface preparation

- 1.1. Tests For Load Bearing: - The Structural Audit consultant have to carry out required Test to ascertain load bearing capacity of the bridge.
- 1.2. Any other test Consultant feels necessary.
- 1.3. Before the Tests, the structural auditor / consultant should inform to the MbPA Engineer-in-charge for the test required to be carried out. The Structural Consultant has to include the test results and the test reports along with the exact location of a particular member of the structure, on which the test is carried out in the structural audit report.
- 1.4. The structural auditor will have to submit final detail structural audit reports to Chief Engineer, MbPA which shall include all issues such as physical inspection report, conditions of the bridge, axle-load carrying capacity, repair methodology, detailed bill of quantities, detail estimate of repairs, drawings, remedial measures to be taken etc.

Chief Engineer
Mumbai Port Authority

Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89/2023

**Consultancy Services for carrying out the structural audit of Raoli Bridge
over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**

Terms of Reference

- (a) To study the general arrangement / layout plan of the bridge. The General arrangement plan as available with MbPA and will be provided to the structural auditor, if required, in soft / hard format, as per available.
- (b) To carry out Physical Inspection from top and bottom side of the bridge structure.
- (c) To study the repair history of the structures. Repair history is available with MbPA and can be provided.
- (d) To carry out detailed Field inspection of the bridge from top and bottom to identify any physical deterioration, structural damage and the surrounding environment etc.
- (f) To carry out various tests as per specifications and submit the test results and test report along with the Analysis / Assessment of the test results and Remaining Life Analysis, to the satisfaction of MbPA. NDT test / other test assessment should be duly signed and stamped by the consultant.
- (g) Detailed checking of structural design. Design parameters are verified to be within limits given in IS codes under the current loading conditions
- (h) To suggest the repair methodology with detailed bill of quantities and estimated cost for repairs & restoration of bridge structure
- (i) To prepare Structural Audit Report of as per the mandatory requirement of relevant Indian Standards containing all reports, photographs, findings, repair methodology, drawings, BOQ & cost estimate, recommendations etc. The Consultant shall submit colour hard copy (3 copies) of report and soft copy of report in pen drive.

Chief Engineer
Mumbai Port Authority

Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89 /2023

Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority

Directions to Tenderers for filling in the Schedule of Quantities & Rates

1. The Schedule of Quantities and Rates must be read with the scope of works, Conditions of Contract and the Specifications and all relevant standards. The Consultant shall be deemed to have examined the scope of works, Terms of Reference, Conditions of Contract and the Specifications and have acquainted himself with all the details of the work to be done and the way the works are to be carried out.
2. The Lump sum price should be worked out carefully, having regard to Conditions of Contract, Technical specifications, scope of works, Terms of reference etc.
3. The bidder shall submit his offer in BOQ online in the EXCEL File published with the Tender Bidders are requested to quote the Bid Amount in the Excel file (.xls) in the appropriate Cells of the Excel file.
4. Deleted.
5. Deleted.
6. The rates and prices set out against the items are the rates of the finished work as described in the Schedule of Quantities and Rates. It shall cover the cost of provision of plant and equipment, materials, labour, execution, supervision, maintenance, Testing charges, preparation of reports, overheads and profits and every incidental and contingent cost and charges whatsoever excluding GST.
7. Goods and Service Tax (GST) as applicable shall be reimbursed to the Consultant through the bills. However, the taxes like Income Tax etc. will be deducted at source as applicable as per prevailing rules and regulations.

Chief Engineer
Mumbai Port Authority

Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89/2023

Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority

Form of Tender

The Chief Engineer,
Mumbai Port Authority.

1. I/We _____, do hereby offer to execute the work comprised in the annexed Tender Notice for **Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**, in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications and Terms of Reference etc. at the Lump sum price entered in the attached Schedule of Quantities and Rates.
2. I/We undertake to complete the works as mentioned in the schedule of Quantities and rates within 30 days from the effective date of commencement. I/We also agree that our offer for this tender will remain valid for a period of 90 days from the date of opening of bid. I/We have independently considered the question of the amount of loss or damage likely to result to the Mumbai Port Authority from the delay on my/our part in the performance of the contract and I/we agree that the Liquidated damages for each day's delay to complete work against each specific work order placed for specific work under this tender is **Rs.1000/- per day** subject to a maximum ceiling of 10 % of the contract price represents a fair estimate of the loss likely to result from the delay.
3. I/We have paid online herewith a sum of **Rs. 10000** earnest money as proof of my/our willingness to enter into the contract if my/our tender is accepted. *
4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the specifications, Schedule of Quantities and Rates attached to this tender.
5. I/We also agree, if awarded the contract that the Earnest money lodged with this tender will be retained by the Board of Mumbai Port till submission of the Performance Security as per clause 4 of General Conditions of Contract or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Authority.
6. I/We hereby certify that my/our registration certificate under the 'Maharashtra Sales Tax on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.
7. I/We have inspected the site and I am/ We are fully aware of the work to be carried out while tendering for the contract.

8. *(A) Mine is a proprietary firm and I am the sole proprietor of the firm.

My firm is/is not registered with Registrar of firms.

Name: _____ Age: _____ years

*(B) Ours is a partnership firm and the names of all major partners are given below.

	<u>Name</u>	<u>Age</u>
1.	_____	_____ years
2.	_____	_____ years
3.	_____	_____ years
4.	_____	_____ years

We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners or their guardians.

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

Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

The contract will be completed under the Company's Common Seal.

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

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

11. I/We hereby agree for deduction of Income tax and any other taxes/ levies as per the tender conditions, rules and regulations as applicable thereon.

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

13. I/We am/are registered for the purpose of GST and the Registration No. is _____

Witness's

Signature: _____

Name: _____

Address: _____

Tel. No.: _____

Date: _____

Tenderer's

Signature: _____

Name: _____

Address: _____

Tel. No.: _____

Hand Phone

No.(Mobile): _____

Date: _____

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

Letter of Application
(On the Letter Head of the Bidder)

To:
The Chief Engineer,
Mumbai Port Authority,
Shoorji Vallabhdas Marg,
Mumbai- 400 001.

Sub: **Tender No.E-89 /2023** : **Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority**

Sir,

1. We hereby request to be qualified with the Mumbai Port Authority as a Tenderer for the subject work under Tender No. **E- 89 /2023**
2. We authorize Mumbai Port Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor. etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Mumbai Port Authority to verify statements and information provided in this application or regarding our competence and standing.
3. The names and positions of persons who may be contacted for further information, if required, are as follows:

Name	:	_____
Designation	:	_____
Telephone	:	_____
E-mail id	:	_____
4. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize Mumbai Port Authority to reject our application.
5. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response within the validity period of the subject tender.
6. I/We understand that Mumbai Port Authority reserves the right to reject any application without assigning any reason thereof.
7. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this _____ Day of _____ 2024

(Signature) _____ (In the capacity of)
Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89/2023

Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority

Undertaking by the Tenderer

To,

The Board of Port of Mumbai.

- 1) I/We, M/s. _____ have gone through the tender document carefully and hereby confirm as under.
- 2) The tender documents as described in the Tender Notice and elsewhere in the tender document for the work of **Tender No. E 89/2023** sealed as described **without** any defacement, addition, alternation or interpolation. All such addition or alteration has been indicated separately in our tender covering letter with all the relevant Annexures and Preforms duly filled in.
- 3) I/We have submitted our tender with Earnest Money Deposit as described in the Tender Notice'.
- 4) I/We have not indicated anywhere in the tender document except in the online BoQ, the amount of our price bid of work.
- 5) I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
- 6) I/We hereby declare that, all information furnished by me/us with this tender is true to the best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the Board of Mumbai Port Authority to take further action into the matter.
- 7) 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 and have not committed any offence under the PC Act in connection with the bid.
- 8) I/We do hereby declare that we have not been blacklisted / debarred /banned by any Central/ State Government department, Municipal Corporations or public sector undertaking from taking part in the tendering process.

Witness's	:	Tenderer's	:
Signature		Signature	
Name	:	Name	:
Designation	:	Designation	:
Address	:	Address	:

Tel. No.	:	Tel. No.	:
Date	:	Date	:

Mumbai Port Authority
Civil Engineering Department

Tender No.E- 89 /2023

Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority

Information to be furnished by the Tenderer

(Ref: Clause Nos. 2.3 of the Tender Notice)

1. Name of the Tenderer :
2. Registered Office Address :
3. Telephone Nos. :
4. Fax Nos. :
5. Signatory to the Tender :
(on whose name Power of Attorney has been issued)
Name :
Position held in the firm :
Mobile No. :
6. Permanent Income Tax Account No. :
(PAN) of the firm
7. Registration No. for GST on Works :
Contracts.
8. List of other Documents to be furnished by the tenderer:
 - i) Power of Attorney of signatory to Tender
Certified/ attested copies of following documents
 - ii) Names, Addresses & ages of partners and Deed of Partnership OR Memorandum and Articles of Association of the Company
 - iii) Latest Annual Report with Balance Sheet, Profit & Loss Account statement
(Certified by Chartered Accountant)
 - iv) Copy of PAN card issued by Income Tax authorities.
 - v) Copy of TDS certificate from the previous employer or Form 26 AS of IT department as evidence to establish the work experience
 - vi) Copy of GST Registration

Tenderer's Signature :

Name :

Designation :

Address :

Tel. No. :

Date :

ELECTRONIC CLEARING SERVICE (ECS) MANDATE FORM

TO
Chief Engineer

From:
Mumbai Port Authority
(Firm's Name & Address)

Sub: Payment through NEFT/ RTGS/ ECS system
Ref: Tender No.

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

1. MBPA Registration No./Tender No./: _____

Party's Bill No. or any other reference in terms of which payment is due

2. Bank's Name & Branch _____

3. Bank's Address & Telephone Number: _____

4. 9 digit MICR Code No. of the Bank Branch: _____

5. IFSC Code: _____

6. Type of Account: _____
(Saving/Current/Cash Credit)

7. Bank Account No. along with proof: _____
(Photocopy of blank cheque Mandatory)

8. Permanent Account Number (PAN No.): _____

9. GSTIN No. _____

10. Mobile Number: _____

11. E-mail Id.: _____

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

Date: Authorized Signatory
Company SEAL & STAMP

Certified that the particulars furnished above are correct as per our records.
Bank's Stamp Signature of the Authorized Official of the Bank

Place:

Date:

**INTEGRITY PACT
BETWEEN**

**MUMBAI PORT AUTHORITY (MbPA) hereinafter referred to as "The Principal"
AND**

.....hereinafter referred to as **"The Bidder/Consultant"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No. E. 89 /2023 'Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority.'**

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 Consultant(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) / Consultant(s)

- (1) The Bidder (s)/Consultant(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)/Consultant(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) /Consultant(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)/Consultant(s) will not commit any offence, under the relevant IPC/PC Act; further the Bidder(s)/Consultant(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)/Consultant(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any. Similarly, the bidder(s)/Consultant(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)/ Consultant(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)/Consultant(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)/Consultant(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)/Consultant(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)/ Consultant(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 Consultant, 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/Consultants/SubConsultants

1. The Bidder(s)/Consultant(s) undertake(s) to demand from all subConsultants, 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, Consultants and SubConsultants.
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)/Consultant(s)/Sub-Consultant(s)

If the principal obtains knowledge of conduct of a Bidder/Consultant or SubConsultant, or of an employee, or a representative, or an associate of a Bidder, Consultant, or SubConsultant, 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, MbPT.
3. The Bidder(s)/Consultant(s) accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Consultant. The Consultant 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 SubConsultants. The monitor is under contractual obligation, to treat the information and documents of the Bidder(s)/Consultant(s)/SubConsultant(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 Consultant. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or take corrective action, or to take other relevant action. The Monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairman, MbPT within 8 to 10 weeks, from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall entitle to compensation on the same terms as being extended to / provided to Independent Directors on the MBPT Board.
8. If the Monitor has reported to Chairman, MbPT, a substantiate suspension of an offence, under relevant IPC/PC Act, and the Chairman, MbPT 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.
9. The word 'Monitor' would include both singular and Plural.

Section-9 - Pact Duration

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

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

Section-10 Other Provisions

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

.....
CHIEF ENGINEER

MUMBAI PORT AUTHORITY

(For & on behalf of the Principal)

Place: Mumbai

Date:

Witness-1: (for Principal)

.....
[Signature]

Dy.Chief Engineer,

Mumbai Port Authority

.....

.....

.....

(For & On behalf of Bidder/ Contractor)

Office seal

Place: Mumbai

Date:

Witness-2:(for Bidder/ Contractor)

Name and Address

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

Annexure B of Integrity Pact

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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1. Introduction

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

2. Scope

- 2.1 The General Condition of Contract (GCC) of MbPA generally provide that MbPA reserves the rights to remove from list of approved suppliers/ Consultants or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MbPA to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / Consultants (ii) Suspension and (iii) Banning of Business Dealing with Agencies has been laid down in these guidelines.
- 2.5 These guidelines apply to all departments of MbPA.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its prior / inadequate performances or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires

- (i) Party/ Consultant/ Supplier/ Purchaser/ Customer shall mean and include a public limited company or a private limited company, a firm whether registered

or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc. Party/ Consultant / Supplier/ Purchaser / Customer in the context of those guidelines is indicated as 'Agency'

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with MbPA is under investigation by any department (except Foreign Supplier of imported material), the Competent Authority may consider whether the allegations under investigation are of a

serious nature and whether pending investigation, it would be advisable to continue business dealings with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. It is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the some should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2. The order of suspension shall be communicated to all Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regards to the circumstances of the case, decided otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MbPA, as a whole, to deal with such an Agency pending investigation, the competent Authority may send his recommendations to Chief Vigilance Officer (CVO), MbPA Head of Department (HOD) along with the material available. If HOD considers that depending upon the gravity of the misconduct, it would not be desirable to have any dealings with the Agency concerned an order suspending business dealing may be issued by the Competent Authority, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealing with foreign suppliers of imported material, following shall the procedure.
 - i) Suspension of the foreign suppliers shall apply throughout MbPA
 - ii) Based on the complaint forwarded or received directly by Vigilance Department, if Gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MbPA to continue to deal with such Agency pending investigations. Vigilance Dept. may send such recommendation on the matter to HOD to place before MHC consisting of the following:
 1. Head of Finance Department.
 2. Head of Executing Department.
 3. Head of User Department.
 4. Head of Legal Department.

comments/recommendations within twenty-one days of receipt of the reference by HOD.

iii) If MHC opines that it is a fit case for suspension, MHC may pass necessary orders which shall be communicated to the foreign supplier by HOD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence / argument with the Agency at this Stage.

5.7 It is not necessary to give any show cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigation must be completed.

6 Ground on which Banning of Business Dealing can be initiated

6.1 If the security consideration including questions of loyalty of the Agency to the State, so warrants.

6.2 If the Director / Owner of the Agency, Proprietor or partner of the firm is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealing with the Government or any other public sector enterprises or MbPA, during the last five years.

6.3 If there is strong justification for believing that the Directors Proprietors, Partners, owner of the Agency have been guilty of malpractices such bribery, corruption, fraud, substitution of tenders, interpolations, etc.

6.4 If the Agency continuously refuses to return/ refund/ the dues of MbPA without showing adequate reason and this is not due to any reasonable dispute which attract proceeding in arbitration of Court of Law.

6.5 If the Agency employs a public servant dismissed / removed or employs person convicted for an offence involving corruption or abetment of such offences.

6.6 If business dealing with the Agency have been banned by the Govt. or any other public sector enterprises.

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts.

6.8 If the Agency uses intimidation / threatening or brings under outside pressure on MbPA or its Official in acceptance/ performances of the job under the contract.

6.9 If the Agency indulgence in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.

6.10 willful indulgence by the Agency in Supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MbPA or not.

- 6.11 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to MbPA or even otherwise;
- 6.12 Establishment litigant nature of the Agency to derive under benefit.
- 6.13 Continued poor performance of the Agency in several contracts.
- 6.14 If the Agency misuses the premises of facilities of MbPA forcefully occupies tampers or damages the properties including land, water resources forests/ trees, etc.

(Note: The examples given above are only illustrative and not exhaustive.

The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. **Banning of Business Dealings.**

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

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

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

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

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

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

- i) To study the report of the investigating Agency and decide if a prima-facie case for MbPA-wide / Local unit, where banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show cause notice to the Agency by the concerned department.

- iii) To examine the reply to show cause notice and call the Agency for personal hearing if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prime-facie of view that action for banning business dealings with the Agency is called for, a show cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign supplier of imported material.
- i) Banning of the agencies shall apply throughout the MbPA including subsidiaries.
 - ii) Based on the complaint forwarded by HOD or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department. After investigation depending upon the gravity of the misconduct Vigilance Department may send their report to HOD to be placed before MHC consisting of the following: -
 - (i) Head of Finance Department.
 - (ii) Head of Executing Department.
 - (iii) Head of User Department.
 - (iv) Head of Legal Department.

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

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

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

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

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon gravity of misconduct established, the Competent Authority of the corporate office, may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with the copy of the order of the Competent Authority/ Appellate Authority may be supplied.
- 12.3 If Business dealings with any Agency have been banned by the Central of State

Government of any other Public Sector Enterprises, MbPA may without any further enquiry or investigation issue an order banning dealing with the Agencies and its inter connected Agencies.

NON - DISCLOSURE AGREEMENT

(To be executed On Non-Judicial Stamp Paper of Rs 100/-)

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Mumbai the _____, day of _____, 2023

By and between:

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

And

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

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

WHEREAS:

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

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

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

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

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

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

Agreement;

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

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

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

3. All Information:

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF,

BIDDER/CONSULTANT _____

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

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

SIGNED, SEALED AND DELIVERED

By the above named

Shri _____

In presence of

SIGNED, SEALED AND DELIVERED

By the above named

Shri _____

For and on behalf of the Board of the Mumbai Port Authority
in

The presence of _____

The Common seal of the Board of the Mumbai Port Authority
Was affixed in the presence of
Shri _____
Secretary MBPA

Power of Attorney for signing of Bid ANNEXURE – 7

(To be executed On Non-Judicial Stamp Paper of Rs. 500/-)

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 Tender for **Tender No.E-89 /2023-" Consultancy Services for carrying out the structural audit of Raoli Bridge over Culvert No.7 at Wadala Mahul Road under Mumbai Port Authority"** pursuant to the Tender dated [.....] ("Tender") issued by the Employer (the "**Employer**") and for our selection as Successful 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 employer, representing us in all matters before the employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us and/or till the entering into of the Contract agreement with the Employer

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,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023.....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

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

Generalised Draft of Contract Agreement

This Agreement made at Mumbai the _____ day of _____ 2023 between THE BOARD OF MUMBAI PORT AUTHORITY incorporated by Major Port Trust Act, 1963 as amended by Major Port Authority (Amendment) Act 2021 (hereinafter called "the Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of the Mumbai Port Authority its successors and assigns) of the ONE PART And

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

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

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

WHEREAS the Board invited tenders for the work of _____
_____ AND

WHEREAS the Consultant/s submitted his/ their/ its quotations by his/ their/ its tender dated _____ which tender was subject to the terms and conditions as contained in his/their/ its letters referred to in the Schedule 'A' hereto respectively and which tender subject to the said terms and conditions was accepted by the Board by the letter of (Designation of the HOD) bearing No. _____ dated _____ in respect of _____ only (part of the Schedule of Quantities and Rates to the said Tender)/*

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

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

Please strike out which is not required.

AND WHEREAS the Consultant and the Board have further agreed that this agreement will remain in force even in case of any extension / renewal of the contract on the same terms and conditions and at the same rates accepted by the Board by the letter of its Chief Engineer dated _____ day of _____ 2022.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- I. Tender Activity Sheet & Tender Information.
- II. Content of Tender document.
- III. Tender Notice.
- IV. Instructions for Online Bid submission.
- V. Instructions for Preparation and Submission of Tender.
- VI. General Conditions of Contract.
- VII. Specifications
- VIII. Annexure '1 to 7'.
- VIII. Proforma I to IV
- IX Directions to Tenderer for filling in the Schedule of Quantities and Rates
- X Preamble to Schedule of Quantities and Rates
- XI Schedule of Quantities and Rates
- XII Form of Tender.

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

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

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

(LETTERS FROM THE Consultant/S)

(LETTERS FROM THE CHIEF ENGINEER /ADDL. CHIEF ENGINEER OF THE BOARD TO THE Consultant)

SIGNED, SEALED AND DELIVERED BY

the above named _____
_____ for and on behalf of

Signature of Consultant

OR

SIGNED, SEALED AND DELIVERED

by the above named _____

_____ on behalf of themselves and for and on behalf of

in the presence of _____

Signature of Consultants

OR

The Common Seal of _____

affixed pursuant to a resolution of the Board of Directors dated the _____ day of 2023

in the presence of _____

DIRECTOR

Directors of the said Company

SIGNED, SEALED AND DELIVERED BY

(Name & Designation of HOD)

for and on behalf of the Board of Mumbai Port Authority

in the presence of _____

(Designation of concerned HOD)

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

Secretary
Mumbai Port Authority

Pre-requisites for execution of Contract Agreement:

Initial and Additional Security Deposits have been lodged by the Consultant.

Form of Bank Guarantee towards Performance Security Deposit
Guarantee Bond

In consideration of the Board of Mumbai Port Authority incorporated by the Major Port Trust Act, 1963 as amended by Major Port Authority (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Mumbai Port Authority, its successors and assigns) having agreed to exempt _____ (Name of the Consultant) (hereinafter called the "Consultants") from the demand under the terms and conditions of the contract vide the Board's Chief Engineer's letter No. _____ dated _____ made between the Consultants and the Board for execution of the work of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or lodgement of Government Promissory Loan Notes for the due fulfilment by the said Consultants of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the _____ (name of the Bank and address) (hereinafter referred to as "the Bank") at the request of the Consultants do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only, against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Consultants of any of the terms and conditions of the said contract.

2. We _____ (Name of the Bank & Branch) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Consultants of any of the terms and conditions of the said contract or by reason of the Consultants failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

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

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

from time to time.

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

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

7. It is also hereby agreed that the courts in Greater Mumbai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

8. We, _____ (Name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

- a) our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- b) this Bank Guarantee shall be valid upto _____, and
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee i.e. six months from the date of validity of Bank Guarantee).

Dated _____ day of _____ 2023

for (Name of the Bank)

Signature & Name & Designation.

Seal of the bank

NOTES:

1. The Guarantee shall be from the Mumbai branch of a Scheduled/ Nationalised Bank and encashable in Mumbai branch.
2. The Consultant should fill in all the details, get the draft verified by the Bank and submit the draft in duplicate for approval within 7 days from the date of receipt of the tender acceptance letter.
3. After approval of the draft, the Consultant should get the Guarantee executed on Stamp

Paper and submit the executed Guarantee along with his Partnership Deed or Memorandum of Articles of Association of the Company etc. within 7 days of receipt of approved draft. The Consultant should also send along with the executed Guarantee, a letter from the Bank certifying the authorisation of the signatory to the Guarantee.