



Mumbai Port Trust

Civil Engineering Department

Tender No. E.76/2021

Sweeping of MbPT Roads for a period of Two years

First Cover (Technical Bid)

TENDER DOCUMENT

Civil Engineering Department
3rd floor, 'Port House', Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai – 400 001
Telephone: +91-22-6656 4535
FAX: +91-22-2261 6804
website: <http://www.mumbaiport.gov.in>

Any amendments to this tender including the dates, corrigendum, clarifications, if any etc. shall be posted on the website of Mumbai Port Trust & 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.

Mumbai Port Trust
Civil Engineering Department
Tender No. E.76/2021

Sweeping of MbPT Roads for a period of Two years

Tender Activity Sheet

Tender Schedule:

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	16.12.2021	10:00 Hrs.
2.	Document Download start date	16.12.2021	10:00 Hrs.
3.	Document Download End Date	06.01.2021	15:00 Hrs.
4.	Pre-Bid Meeting Date	22.12.2021	15:00 Hrs.
5.	Replies to Pre-Bid Queries	24.12.2021	15:00 Hrs.
6.	Bid Submission Start Date	02.01.2022	10:00 Hrs.
7.	Bid Submission End Date	06.01.2022	15:00 Hrs.
8.	Technical Bid Opening Date	07.01.2021	15:00 Hrs.
9.	Price Bid Opening Date	Will be Conveyed subsequently to pre-qualified bidders	

Tender Information

Sr. No.	Particulars	Details
1.	Name of Work	Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years
2.	Scope of Work in brief	<p>The proposal comprises of manual sweeping outside docks MbPT main roads once a week and balance roads once in a month. It includes manual sweeping area around municipal dustbins (approx. 50 nos.) daily for spilled over garbage and stuffing it back in dustbins and spraying disinfectant powder around.</p> <p>The work is to be carried out as described in Schedule of Quantities & Rates and as directed at site.</p>
3.	Estimated Cost of work put to tender	Rs.1,13,39,174.40 (exclusive of GST)for two years
4.	Tender Fee	Rs.5250/- including 5% GST Payable as mentioned in clause No.3.2 of Tender Notice.
5.	Earnest Money Deposit	EMD for this work is Rs. 3,41,000/- However, as per Government directives, the Earnest Money Deposit is not asked for this Tender. The Bidders have to submit the EMD Declaration Form – Annexure 8 in lieu of the EMD.
6.	Performance Security (Security Deposit)	Performance Security (Security Deposit) is 3% of Contract Price.
7.	Retention Money	Not applicable for this tender
8.	Completion Period	Two years from the date of award of contract.
9.	Validity of Offer	180 days from the submission of Technical Bid (First Cover)

Mumbai Port Trust
Civil Engineering Department

Tender No.E.76/2021

Sweeping of MbPT Roads for a period of Two years

Contents of Tender Document

Sr. No.	Contents
First Cover (TECHNICAL BID)	
1.	Tender Notice
2.	Instructions for Online Bid submission
3.	Instructions for preparation and submission of Tender
4.	Conditions of Contract
5.	Addendum to the specifications
6.	Annexure – 1: Letter of Application
7.	Annexure – 2: Undertaking by the Tenderer
8.	Annexure – 3: Tenderer’s Particulars
9.	Annexure – 4: Annual Financial Turnover of the Tenderer
10.	Annexure – 5: Experience of Similar Work
11.	Annexure – 6: ECS Mandate Form
12.	Annexure – 7: Integrity Pact
13.	Annexure – 8: EMD Declaration Form
14.	Annexure – 9 : Non Disclosure Agreement
15.	Annexure – 10: Draft of Contract Agreement
16.	Annexure – 11: Guarantee Bond
17.	Annexure– 12: Specimen Bill Form 1 (For Estimated Bill)
18.	Annexure – 13: Specimen Bill Form 2 (For Measured / Final Bill)
19. Second Cover (PRICE BID)	
20.	Directions to Tenderer for filling in the Schedule of Quantities
21.	Preamble to Schedule of Quantities and Rates
22.	Schedule of Quantities and Rates
23.	Form of Tender

Mumbai Port Trust
Civil Engineering Department

Tender No.E.76/2021

Sweeping of MbPT Roads for a period of Two years

Tender Notice

1. Invitation:

- 1.1. Digitally signed and uploaded, Online bids under Single Stage Two Cover system on percentage rate basis are invited by the Chief Engineer on behalf of The Board of Trustees of the Port of Mumbai (also referred to as Mumbai Port Trust) from the experienced, resourceful firms with proven technical and financial capabilities as detailed in clause No.2 for executing the work “**Sweeping of MbPT Roads for a period of Two years.**”

The Tender is to be submitted under two cover system, the first cover containing technical information and second cover containing the price bid.

- 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 MbPT website <http://www.mumbaiport.gov.in>

2. **Eligibility Criteria:** To qualify for the tender, the tenderer must satisfy the following eligibility criteria.

(A) **Financial criteria:** The average annual financial turn over during the last 3 years ending 31.03.2021 duly certified by the Chartered Accountant shall not be less than 17.01 lakhs.

(B) **Technical criteria:** The bidders should have successfully carried out “similar works” during the last seven years ending **30.11.2021** as indicated under.

Name of the work	Cost of work put to tender in Rs. (Excluding GST) in Rs. Lakhs for one year (approx.)	One completed similar work of not less than 80% value in last seven years in Rs. lakhs	Two completed similar works each of not less than 50% value in last seven years in Rs. lakhs	Three completed similar works each of not less than 40% value in last seven years in Rs. lakhs
Sweeping of MbPT Roads for a period of Two years	56.70	45.36	28.35	22.68

- (i) 'Similar Work' shall mean the completed civil work involving manual sweeping of roads/yards/garden/parks or work of manual sweeping of roads/yards/garden/parks.
 - (ii) The tenderer shall have completed the 'similar work/s' as 'Prime Contractor' or 'proportionately as a member of Joint Venture' or 'approved sub-contractor' with reference being submitted to confirm satisfactory performance from the employer.
- 2.1. The tenderer shall furnish complete information in respect of their firm, including financial and technical capabilities etc. in Annexure-4 and Annexure-5 enclosed with the Tender.
 - 2.2. The tenderers will be short-listed based on the Eligibility criteria detailed in Clause Nos. 2(A) & 2(B) above. The Second Cover of the short-listed tenderers will be opened on the date and time, which will be intimated to them subsequently.
3. The Salient Features of the work are as under:

- 3.1. Scope of Work:

The work comprises of:- The proposal comprises of manual sweeping outside docks MbPT main roads once a week and balance roads once in a month. It includes manual sweeping area around municipal dustbins (approx. 50 nos.) daily for spilled over garbage and stuffing it back in dustbins and spraying disinfectant powder around. The work is to be carried out as described in Schedule of Quantities & Rates and as directed at site.

The work is required to be carried out at multiple locations as per requirement simultaneously. The contractor shall be equipped with suitable equipment with workers familiar to carry out such works.

There are 2 BOQs published with the subject tender.

BOQ "A" : The total area of sweeping for 2 years considered is 2,49,45,360.00 sq.m. with Cost Put to Tender is Rs.1,13,39,174.40. The area covered in BOQ "A" is inclusive of certain area of Operation and Management of Pay and Park in MbPT Estate Phase IV. The scope of BOQ "A" will be applicable till commencement of License under Tender for Operation and Management of Pay and Park in MbPT Estate Phase IV.

BOQ "B" : The total area of sweeping for 2 years considered is 1,92,87,040.00 sq.m. with Estimated cost as Rs.96,98,261.60. The area covered in BOQ "B" is exclusive of area of Operation and Management of Pay and Park in MbPT Estate Phase IV. The

scope of BOQ “B” will be applicable after commencement of License under Tender for Operation and Management of Pay and Park in MbPT Estate Phase IV.

The Bidders are requested to quote for BOQ “A” only. The percentage quoted for BOQ “A” will be applicable to BOQ “B”. After commencement of License under Tender for Operation and Management of Pay and Park in MbPT Estate Phase IV; the scope of work will be reduced as per BOQ “B”.

3.2. The Other Pertinent Information of the work is as under:

(a)	Estimated cost of the work put to tender	Rs.56,69,587.20 (exclusive of GST)for each year Rs.1,13,39,174.40(exclusive of GST)for two years
(b)	Earnest Money Deposit	EMD for this work is Rs. 3,41,000/- However, as per Government directives, the Earnest Money Deposit is not asked for this Tender. The Bidders have to submit the EMD Declaration Form – Annexure 8 in lieu of the EMD.
(c)	Performance Security (Security Deposit)	3% of Contract Price. Will be calculated when work awarded.
(d)	Retention Money	Not applicable for this tender
(e)	Completion Period	Two years from the date of award of contract.
(f)	Penalty	Rs.5000/- per default shall be recovered from the contractor subject to a maximum ceiling of 10% of the contract price. Penalty is applicable for non- sweeping of a road / dustbin / footpath as per the schedule of sweeping given to the contractor during currency of the contract.
(g)	Free Maintenance Period	There is no free Maintenance Period.

4. Procedure for obtaining Tender Documents:

4.1. Interested tenderers will have to download the tender document from MbPT website www.mumbaiport.gov.in and/or www.eprocure.gov.in. The bidder has to submit the tender fee of Rs.5250/- (Rupees Five Thousand Two Fifty only) incl. of GST with their offer payable online at www.eplatform.mbptedi.gov.in The downloading of the tender documents shall be carried out strictly as provided on the website. No editing, addition/ deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.

4.2. The bidder is responsible to download Addendums/ Amendments/ Errata/ 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.

- 4.3. Performance Security (Security Deposit) payable by the successful bidder shall be 3% of Contract Price. The same will be calculated when work awarded.
5. Bid Submission:
- 5.1. The detailed procedure for online bid submission has been provided in “Instructions for Online Bid Submission” of this tender.
- 5.2. Complete bid submission is online on the website www.eprocure.gov.in. The payment of Tender Fee shall be done online. Tenderer shall visit <https://eplatform.mbptedi.gov.in> for making the payment for Tender Fee 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 Tender Fee 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. Bids if not accompanied by the E.M.D. declaration as per Annexure-12 shall be treated as invalid and shall not be opened.
- 5.3. Since the Tender set is non-transferable, the tenderer who is making the online payment should only utilize the same for submitting his/her own Tender on CPP Portal.
- 5.4 The following documents are required to be submitted online:

Sr. No.	Documents to be submitted online
1.	<p>Copy of the online payment of Tender Fees</p> <p>OR</p> <p>the scanned copy of original certificate issued from:</p> <p>(i) District Industries Centers(DICs)</p> <p>(ii) Khadi & Village Industries Commission(KVIC)</p> <p>(iii) Khadi & Village Industries Board(KVIB)</p> <p>(iv) Coir Board</p> <p>(v) National Small Industries Corporation (NSIC), Govt. of India enterprises under “Single Point Registration Scheme” of Ministry of MSME</p> <p>(vi) Directorate of Handicrafts and Handloom</p> <p>(vii) Any other body specified by Ministry of Micro Small &Medium Enterprises (MoMSME)</p> <p>(viii) Udyog Aadhar Memorandum(UAM)</p> <p>under the public procurement policy with effect from 18.09.2015 towards availing benefits like the exemption of cost of tender fee.</p> <p>MSME Certificate must contain the Activity of Housekeeping or Labour Intensive work</p> <p>AND</p>

Annexure 8 BID SECURITY Declaration From	
3.	Copy of duly signed letter of Application (On the Letter Head of the Bidder), undertaking, ECS Mandate (Annexures 1 to 6)
4.	Integrity Pact – Annexure 7
5.	Duly filled and signed scanned copy of Supporting Documents for Eligibility criteria mentioned in Tender Notice
6.	Technical Bid First Cover in full duly filled in and signed on relevant pages of Tender Set.
7	Financial Bid Second Cover along with BOQ in PDFD & Excel sheet

6. Price Bid:

- 6.1. The bidder shall submit his offer in BOQ online in the format provided in Price Bid. The items of Bill of Quantities are provided in the PDF format (.pdf file) Bidders are requested to quote the tender percentage in the Excel file (.xls) published along with this tender. Price bid should not be submitted in hard copy format in any case.
- 6.2. Bids will not be considered in case the Tender Fee is not submitted in the form and manner described above.
- 6.3. The tender documents are NOT TRANSFERABLE.
- 6.4. The downloading and submission of Tender Documents shall be carried out as mentioned in the tender set and instructions at e-Procurement website <https://eprocure.gov.in>. No editing, addition/ deletion of matter shall be permitted.
7. The downloading and submission of Tender Documents shall be carried out as mentioned in the tender set and instructions at e-Procurement website <https://eprocure.gov.in>. No editing, addition/ deletion of matter shall be permitted.
8. The tenders shall remain valid for a period of 180 days from the submission of Technical Bid (First Cover).
9. The penalty of Rs.5000/- per default shall be recovered from the contractor subject to a maximum ceiling of 10% of the contract price. Penalty is applicable for non- sweeping of a road / dustbin / footpath as per the schedule of sweeping given to the contractor during currency of the contract, which will be recoverable as set out in Clause No.9.8 of the Conditions of Contract hereinafter contained.
However, if the work is delayed by more than 25% of the contracted completion period, the contract is liable to be terminated and the balance works shall liable to be got completed by MbPT through other agency at the risk and cost of the defaulting contractor.

10. The tenderers are requested to obtain certificate of Registration under Rule No.24 of the building and other Construction Workers Central Rules 1998 from the office of the Dy. Chief Labour Commissioner (Central) IV, Mumbai.
11. 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.
12. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
13. Un-authorized dumping of debris within MbPT estate will be penalized with Rs.50,000/- per truck load.
14. The Board of Trustees of Port of Mumbai reserves the right to reject any or all tenders without assigning any reasons thereof.
15. The rate quoted by the contractor shall be **exclusive of GST** but inclusive all other incidental charges that the contractor may have to bear for the execution of the works. Goods and Service Tax (GST) as applicable shall be reimbursed to the contractor through the interim bills.
16. The contractor shall comply with the Employee State Insurance Act 1948, Govt of India, Ministry of Labour and employment notification dated 28.07.2009 & provide the ESI code No. & update the contribution towards the ESIC.
17. The successful Contractor shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.
18. The contractor shall produce ESIC, EPF and other social security registration details as an employer at the time of appointment of labour/ workmen for carrying out the work under the contract along with his/ her bank details.
19. The contractor will be required to submit evidence of payment of wages to the labour/ workmen in to their bank account, the statement of remittance towards wages, EPF&ESIC for all labours engaged for the subject work along with their bills duly verified by the Executing Engineer and an Officer of the Welfare Division of Mumbai Port Trust. The wages and remittances for ESIC, EPF etc. shall be in accordance with the prevailing labour laws, rules and regulations governing the minimum wages Act. The contractors bills will not be processed / passed/ in case of non-compliance of these provisions in the contract.

20. 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)/(UDYAM)

Under the public procurement policy with effect from 18.9.2015, bidders are eligible for availing benefits of exemption of cost of tender fee. 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.

The MSME Certificate must contain the Activity of Housekeeping or Labour Intensive work

21. INTEGRITY PACT:

- 1 The scanned copy of Integrity Pact (IP) Agreement signed by the employer is uploaded along with the tender document. The bidder has to download the IP Agreement, sign and shall upload the same scanned copy of signed IP Agreement along with the bid. 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.
- 2 In case the letter of intent / work order of contract / procurements is for Rs. 45 Lakhs and above, the successful bidder shall execute Integrity Pact Agreement on stamp paper of appropriate value. The scanned copy of Integrity Pact Agreement signed by the Employer, Bidder and uploaded by the bidder with the tender document shall be treated as Integrity Pact, till the formal execution of Integrity Pact by the successful bidder.
- 3 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 MbPT, would be consider for evaluation of bid. IP would be implemented through Independent External Monitor (IEM), eminent person appointed by MbPT 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.

- 4 Shri Rajiv Rai IPS (Retd), Ex-Vigilance Commissioner, CVC,
- 5 Bunglow No.88, New Motibagh New Delhi 110021
Mobile: 9818916161
Email: shashank489@gmail.com
AND

Shri V. Kannan, Ex-CMD, Vijaya Bank,
TA-1, Krishna Regency,
Third Floor, Tata Sky Farm,
K.R.Road, Basavanagudi,
Bengaluru 560004

Mobile: 810530555
Email: kannan.venkata@gmail.com

have been nominated as Independent External Monitors (IEM)s for the implementation of Integrity Pact

22. Bidders are directed that the successful bidder will have to sign the Non Disclosure Ageement – Annexure 12 at the initiation of the Project.
23. The works contracts which do not involve transfer of property in goods are to be stamped with stamp duty of only Rs.100 and Rs.500/- and are not to be registered. As per the provisions of the Maharashtra Stamp Act, 1958, the Stamp Duty and registration charges of each tender including tender for works contract will be paid by the contractor/works contractor/successful bidder.
24. 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 MbPT, 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.
25. Joint ventures shall not be allowed for this Tender.
26. For any additional information/ details/ clarification Asstt. Executive Engineer can be contacted on 66564529 or at e-mail ss.pillai@mumbaiport.gov.in

**Dy. Chief Engineer
GWND&CD-I**

Mumbai Port Trust
Civil Engineering Department

Tender No.E.76/2021

Sweeping of MbPT Roads for a period of Two years

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid 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 and enter details of the instrument.
4. Bidder should prepare the EMD declaration as per Annexure-12 as per the instructions specified in the tender document.
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.

5a) Bidder are requested to note that they should submit their online financial bids in the format provided in the tender and no other format is 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 128bit 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.

**Dy. Chief Engineer
GWND & CD-I**

Mumbai Port Trust
Civil Engineering Department

Tender No.E.76/2021

Sweeping of MbPT Roads for a period of Two years
Instructions for Preparation and Submission of Tender

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

Online e-tenders are invited by the Chief Engineer, Mumbai Port Trust for the work of **Sweeping of MbPT Roads for a period of Two years**

1. Earnest Money Deposit (EMD):
EMD for this work is Rs. 3,41,000/-
However, as per Government directives, the Earnest Money Deposit is not asked for this Tender. The Bidders have to submit the EMD Declaration Form – Annexure 8 in lieu of the EMD.
2. Procedure for Preparation of tenders:-
 - 2.1. The tenderer is required to sign in the spaces wherever provided in the tender document. Unsigned tenders will not be considered.
 - 2.2. The tenderers are required to enter the percentage addition or deduction, in the Excel file published with this tender. The items of BOQ are published separately in PDF File. The percentage addition/deduction will apply to the rates for each of the items in the Schedule of Quantities and Rates without reference to quantity or location of the work or any variation in the estimated quantity. The percentage addition/ deduction shall be quoted by tenderer having regard to the specification, conditions of contract and all other provisions in the tender document, and no variation in rates etc. will be allowed on any ground such as mistake, misunderstanding etc. after the tender has been submitted.
 - 2.3. The price quoted by the Tenderer shall be inclusive of the cost of provision of plant and equipment, materials, labours, execution, supervision, maintenance, 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
 - 2.4. Deleted.
 - 2.5. The tenderer shall submit his tender strictly based on MbPT's design and specifications

- 2.6. 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 can be arranged by the concerned Asst. Executive Engineer, GWND (Phone No.9870385885).
- 2.7. Mumbai Port Trust will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including costs and expenses related to the site visit.
3. Submission of Tender:
- Complete bid submission is online at www.eprocure.gov.in as described in Tender Notice.
4. Opening of Tenders:
- The Tender shall be opened online at www.eprocure.gov.in at the time & date indicated in the 'Tender Notice'. The tenders not accompanied by EMD Declaration and tender cost shall be left out of consideration.
5. During the scrutiny of tenders received, should the Chief Engineer/ Engineer's Representative find it necessary to seek any clarification, technical or otherwise for verifying facts, the tenderer shall be bound to furnish such clarifications promptly.

**Dy. Chief Engineer
GWND & CD-I**

Mumbai Port Trust
Civil Engineering Department

Tender No.E.76/2021

Sweeping of MbPT Roads for a period of Two years

Conditions of Contract

1. Definitions and Interpretations:

1.1. Definitions:

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

- (a) '**Employer**' means the Board of Trustees of the Port of Mumbai i.e. Mumbai Port Trust (MbPT) constituted by the Major Port Trusts Act 1963.
- (b) '**Contractor**' means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's personal representatives, successors and permitted assigns.
- (c) '**Engineer**' means the Chief Engineer of the Port of Mumbai or other Engineer authorized from time to time by the Employer/ Chief Engineer to act as Engineer for the purpose of the Contract.
- (d) '**Engineer's Representative**' mean any Engineer namely Dy.Chief Engineer/ Superintending Engineer/ Executive Engineer/ Assistant Executive Engineer/ Jr. Engineer authorized from time to time by the Engineer to be in direct supervision of the Works.
- (e) '**Works/ Permanent Works**' means the works to be executed in accordance with the Contract.
- (f) '**Contract**' means and includes the entire document comprising of the following.
- (g) '**Tender**' means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance.
- (h) '**Contract Price**' means the sum named in the Tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (i) '**Construction Plant**' means all appliances or things of whatsoever nature, required in or about the execution or completion of the Works or Temporary Works (as hereinafter defined) but does not include materials or things intended to form or forming part of the permanent work.

- (j) **'Temporary Works'** means all temporary works of every kind required in or ancillary to or about the efficient execution and completion of the Works.
- (k) **'Drawings'** means the drawings indicated in this document and any modifications of such drawings approved in writing by the 'Engineer' and such other drawing as may from time to time be furnished or approved in writing by the 'Engineer'.
- (l) **'Site'** means the land or other places, on which the Works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract.
- (m) **'Approved'** means approved in writing, including subsequent written confirmation of previous verbal approval and 'Approval', means approval in writing including as aforesaid.
- (n) **'Letter of Acceptance/ Work Order'** means the letter of formal acceptance, signed by the Engineer/ Engineer's representative of the tender submitted by the tenderer including any annexed documents.

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

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

2. Duties and Powers of Engineer's representative:

The duties of the Engineer's Representative are –

- to monitor and supervise the Works & workmanship employed.
- to test and examine materials to be used in the works.
- to direct removal of improper work and materials in connection with the Works.
- to take measurements of works and material.
- To ensure compliance of all the conditions of contract & specifications by the contractor.

3. Subletting and Partnership:

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

4. Extent of Contract:

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

5. Contract Documents:

5.1. Documents mutually explanatory:

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

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

5.3. Further Drawings and Instructions:

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

6. General Obligations:

6.1. Contract Agreement:

The successful tenderer will be required to enter into a formal Agreement with the Employer incorporating the documents detailed in clause No.1.1(f) hereto before, with such modifications as may be necessary and the correspondence exchanged upto and including the stage of award of the contract and the letter of acceptance. The Contract Agreement will be prepared by the Employer as per the format enclosed as Annexure-9. 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 works contracts which do not involve transfer of property in goods are to be stamped with stamp duty of only Rs.100 and Rs.500/- and are not to be registered. As per the provisions of the Maharashtra Stamp Act, 1958, the Stamp Duty and registration charges of each tender including tender for works contract will be paid by the contractor/works contractor/successful bidder.

6.2. Performance Security (Security Deposit):

The Performance Security (Security Deposit) for due performance of the contract shall be 3% of Contract Price which will be calculated at the time of award of contract to successful bidder.

6.3. Delay/ Failure to lodge Security Deposit:

Unless the Security Deposit is furnished by the Contractor within Twenty One (21) days from the date of receipt of Pre-acceptance letter or such further period as may be allowed by the Engineer in writing, the contract is liable to be terminated and the tenderer will be responsible to the Employer for the damage thereby incurred by the Employer.

6.4. Inspection of site:

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

6.5. Sufficiency of tender:

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

6.6. Work to the satisfaction of Engineer:

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

6.7. Programme to be furnished:

- 6.7.1. The execution of the works shall be so planned as to cause as little impediment as practicable to the working of the Port and other persons using the site and the organisations in the vicinity in general.
- 6.7.2. After the award of the contract, the Contractor shall prepare network-based programme of work and will further breakdown his 'work/s' into weekly/ fortnightly/ monthly targets, as required by the Engineer's representative.
- 6.7.3. The progress of the work shall be reviewed periodically with reference to the network-based programme of work. The network shall be up-dated by the Contractor periodically so as to ensure completion within completion period and the Contractor must mobilise at no extra cost to the Employer, additional resources if required for completion of the whole work in the completion period.

6.8. Contractor's superintendence:

The Contractor shall deploy at least one Site Engineer (Degree/ Diploma holder in Civil Engineering with experience in related civil Engineering works and other necessary superintendence of the work during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The above persons shall be constantly on the work/s and shall give their whole time to the superintendence of the same. The Site Engineer shall receive directions and instructions from the Engineer or the Engineer's Representative on behalf of the Contractor.

6.9. Contractor's Employee's:

- 6.9.1. The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works,
 - (a) Only such technical assistants as are skilled and experienced in their respective trades, as are competent to give proper supervision to the work they are supposed to supervise;
 - (b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.
- 6.9.2. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person or Sub-Contractor employed by the Contractor in or about the execution or maintenance of the Work who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again re-employed.

6.9.3. Employment of retired Class-I Officers of MbPT:

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

6.10. Setting out of work:

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of references given by the Engineer/ Engineer's Representative in writing and for the correctness of the positions, levels, dimensions and alignment of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of works any error shall appear or arise in the positions, levels dimensions or alignment of any part of the works, the Contractor on being required so to do by the Engineer or Engineer's Representative shall at his own expense rectify such error to the satisfaction of the Engineer or Engineer's Representative. The checking of any setting-out of any line or level or dimension by the Engineer or the Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the works.

6.11. Care of works:

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

6.11.2. The Contractor shall protect and watch at his own cost, all the electrical services, water-mains, drainage lines, telephone cables or any other utility services exposed, if any, during the execution of the works.

6.11.3. The Contractor at his own cost shall make such provisions for lighting the works, barricading, storage area and plant and shall provide all such marks and lights as may be required by the Engineer or any other authority having jurisdiction in connection with the site together with all labour, stores and services required for their efficient working and use at any time of day and

night. He shall require to protect and secure all places dangerous whether to the Contractor's workmen or to other persons until the work shall be handed over to the Employer unless the Engineer shall decide that such services are no longer required.

6.12. Insurance:

6.12.1. Insurance of works:

Contractor All Risk Insurance Policy:

Without limiting his obligations and responsibilities under Clause No.6.11 hereof the Contractor shall insure in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising for which damage he is responsible under the terms of Contract and in such manner that the Employer and the Contractor are covered during the period of construction of the Works and are also covered during the Defect Liability period for loss or damage arising from a cause occurring prior to the expiry of Defect Liability period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause No.10 hereof.

- (a) the Works and the temporary Works to the full value of such works executed from time to time; and
- (b) the materials, constructional plant and other things brought on to the site by the Contractor to the full value of such materials, constructional plant and other things.

Such insurance shall be effected with the General Insurance Corporation of India or other insurance company approved by the Employer and in terms approved by the Employer and the Contractor shall whenever require, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and the receipt for payment of the current premium.

6.12.2. Third Party Insurance Policy:

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

Such Insurance shall be affected with the General Insurance Corporation of India or other Insurance company approved by the Employer and in terms approved by the Employer. Third party Insurance policy shall be for an amount of Rupees **Five lakh (5 lakh)** in any one incident and to be recouped after every incident till completion of the entire work. The Contractor shall whenever

require, produce to the Engineer or the Engineer's Representative the policy or policies of insurance and receipt for payment of the current premium.

6.12.3. Workmen Compensation Policy:

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

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

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

6.12.4. Payment of insurance premia:

The premia and other charges for the various policies required to be furnished by the contractor shall be borne by the contractor. No reimbursement shall be made for any policy premium by MbPT.

6.12.5. Remedy on Contractor's failure to insure:

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

6.13. Damage to persons and property:

- 6.13.1. The Contractor shall indemnify and keep indemnified the Employer against all losses and claim for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 6.13.2. In case of any damage to Employer's property, a preliminary formal enquiry will be held by the person nominated by the Employer. The enquiry will be held in the presence of the concerned Representative of the Engineer and of the Contractor's authorised representative. If, as a result of the enquiry, a prima-facie case is established against the Contractor, recovery towards making good the damage will be made from the Contractor.
- 6.13.3. In case Insurance coverage is available for making good the damages, the contractor may claim from the Insurance Company for the same. However, the Employer will affect the recovery as stated above at the first instant and the contractor may then claim to the Insurance Company.

6.14. Giving of notices and payment of fees:

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

6.15. Compliance with statutes, regulations etc.:

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

6.16. Interference with traffic and adjoining properties:

All operations necessary for the execution of the Works and for the construction of temporary Works shall so far as compliance with the

requirements of the Contract shall be carried in such manner so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to properties whether in the possession of the Employer or of any other person.

6.17. Bribes, Commission and Corrupt Gifts:

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

6.18. Official secrets and drawings and photographs of works:

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

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

6.19. Precautions:

6.19.1. Anti-malarial precautions:

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the Site and all receptacles used for the storage of water must be suitably protected for this purpose.

6.19.2. Precaution against air and water pollution:

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

6.20. Custom and Security requirements:

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

6.21. Water supply for construction purposes:

6.21.1. The Employer will supply water required for the construction purpose if available, at the prevailing rate at the available outlet point. The MCGM certified water meter shall be arranged by the contractor at his own cost. All costs in connection with the procurement of all water required for the construction and maintenance of the works shall be borne by the Contractor. If MbPT water supply is not available, contractor shall arrange for water from outside at his own cost.

6.21.2. In case of connection from the Municipal water mains, the Contractor shall arrange directly with the Municipal Corporation regarding the making of the connection. The Employer will give a certificate to support the Contractor's application to the Municipal Corporation but will not be responsible for obtaining the connection.

6.21.3. (a) The Contractor shall at his own cost construct and maintain at the Site, to the approval of the Engineer, a temporary water storage tank of capacity sufficient to meet at least two days peak requirements.

(b) The Contractor will not be permitted to commence, on any day, work requiring use of water, unless the temporary water storage tank provided as per (a) above is at least 3/4th full.

6.22. Electric supply for construction purposes:

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

6.22.2. The Contractor may seek electrical energy for construction purposes from the Employer's electrical distribution system if existing in the vicinity and if there is spare capacity in the system. Otherwise he may seek the electrical energy from the BEST distribution system. The Employer will give a certificate to support the Contractor's application to the BEST but will not be responsible for obtaining the connection.

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

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

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

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

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

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

6.23.1. General safety rules:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Employer's safety rules.

(i) First-aid and industrial injuries:

- (a) Contractor shall maintain first aid facilities for his employees' and those of his sub-contractors.
- (b) Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries requiring hospitalisation, without loss of time. Names of those providing

these services and their telephone numbers shall be prominently displayed at the site.

- (c) All critical industrial injuries shall be reported promptly to Employer, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

(ii) No smoking:

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

(iii) Contractor's Barricades and lights:

- a. Contractor shall erect and maintain barricades and lighting required in connection with his operation to guard or protect,
 - (i) Excavation.
 - (ii) Hoisting areas.
 - (iii) Areas adjudged hazardous.
 - (iv) Employer's existing property subject to damage by Contractor's operations.
 - (v) Road, unloading spots.
 - (vi) Any other area directed by the Engineer.
- b. Contractor's employees' and those of his sub-contractors shall become acquainted with the Employer's barricading practice and comply with the provisions thereof.
- c. Red flasher lanterns shall mark barricades and hazardous areas adjacent to but not located on normal routes of travel at nights.

(iv) Excavation and Trenching:

All trenches 1.2 Metres or more in depth, shall at all times be supplied with at least one ladder for each 50 Metres length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Metre above the surface of the ground. The sides of the trenches, which are 1.5 Metres in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

(v) Demolition:

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

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding.

(vi) Safety equipment:

- a. All necessary personnel protection/ safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- b. Workers employed on mixing asphaltic materials, cement and lime concrete or mortar shall be provided with protective footwear and protective gloves.
- c. Those engaged in white washing and mixing or stacking of cement or any materials, which are injurious to the eyes shall be provided with protective goggles.
- d. Those engaged in welding and cutting works shall be provided with face & eye shields and hand gloves.
- e. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- f. When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

(vii) General:

- a. All ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided near places of work.
- b. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- c. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the

Contractor shall be open to inspection by the Employer's Welfare Officer, Engineer or Safety Officer or their representatives.

- d. Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or foot-paths at the site or in the vicinity thereto or any existing works whether the property of the Employer or of a third party.
- e. In addition to the above, the Contractor shall abide by the safety code provision as per CPWD Safety Code and IS:3696 (Part-I and Part-II), IS:3764 and IS:4081.

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

Whenever welding, gas cutting or other hot work is to be carried out, the Contractor shall give at least one week's prior notice to the Engineer's Representative who will then arrange to obtain instructions of the Employer's Port Safety & Fire Officer about the precautions required to be taken while carrying out the hot work. The Contractor shall at his own cost, immediately comply with all the requirements intimated to him, such as provision of fire buckets, water, sand, etc. The portable fire extinguishers, if any advised by the Port Safety & Fire officer will be provided by the Port Trust for operation & use by the Contractor's labour & Supervisory staff. The Engineer's Representative will thereafter recommend Port Safety & Fire Officer to issue Hot work permission to contractor. The Contractor shall not commence hot work until he receives clearance in writing from the Engineer's Representative to do so. In case the hot work is required to be suspended for safety reasons, the Contractor shall immediately suspend the hot work upon receiving instructions from the Engineer's Representative and the hot work shall not be resumed until further instructions are issued by the Engineer's Representative to do so. No charges will be recovered from the Contractor for provision of portable fire extinguishers and for posting of the Employer's Fire Service Staff, if required, for supervision of the hot work.

6.23.3. Facilities for works of other agencies:

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

6.23.4. Life saving appliances and First-Aid equipment:

The Contractor shall provide and maintain upon the Works sufficient proper and efficient lifesaving appliances and first aid equipment to the approval of the Engineer.

6.23.5. Extension/ renewal of contract

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

- 6.24. The contractor shall display on the site of work, notices regarding wages, etc. as are required under the law. The contractor shall also maintain wage books and wage slips and other records concerning labour/ workers as are required under the law.
- 6.25. The contractor shall submit periodical returns/ records concerning the labour employed on the works as and when required.
- 6.26. The contractor shall ensure that none of his or his sub-contractor(s) employees' camp at the site/ working area or at the employer's land/ premises.
- 6.27. The contractor shall be responsible for the observance by his sub-contractor(s), if any, of the foregoing provisions.
- 6.28. The contractor shall make the payment to the workers through electronic media/ online as per prevailing minimum wages act.
- 6.29. The contractor shall comply with The Employees' State Insurance Act 1972, GOI, Ministry of Labour & Employment, Notification Dated 20th July, 2009.
- 6.30. If for any reason, the entire site cannot be released for execution of work, the contractor shall commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor's work is held up or totally stopped due to non-availability of the remaining site, the Chief Engineer may extend the time for completion of the work by treating such days the work is held up as non-working period.

7. Labour:

7.1. Compliance with statutes and payment of wages:

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

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

The successful Contractor shall also obtain certificate of registration under rule No.24 of the 'Building and Other Construction Workers Central Rules 1988' from the office of the Dy. Chief Labour Commissioner (Central)-IV, Mumbai.

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

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

7.1.5. The Contractor shall ensure that none of his or his Sub-Contractor's employees' camp at the site/ working area or at the Employer's lands/ premises.

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

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

7.2. Supply of drinking water to labour:

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

7.3. Festivals and religious customs:

The Contractor shall in all dealings with labour in his employ have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of the Engineering Department of Mumbai Port Trust.

7.4. Epidemics:

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

7.5. Disorderly conduct etc.:

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

7.6. Foot wear, gloves etc.:

The Contractor shall at his own expense provide footwear and gloves for all labour engaged on concrete mixing work and all other types of work involving the use of tar and cement, glass shields for welder and diving equipment for divers etc. to the satisfaction of the Engineer or his Representative and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the Contractor.

7.7. Accidents:

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

7.8. Fair wages clause:

- (i) The Contractor shall pay the labourers engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages for Greater Mumbai payable to the different categories of labourers as set out in the schedule annexed thereto. However, subject to the other provisions in the Conditions of Contract herein and to provision of any other law for the time being in force in the country, the minimum rates of wages for any person/ persons below 18 years of age and for disabled persons shall be 70% of the rates payable to adult workers of the appropriate category.
- (ii) Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wages to the labourers directly engaged on the work including any labour engaged by the sub-Contractor in connection with the said works as if the labourers had been immediately employed by him.
- (iii) Display of notices regarding wages, etc.:
The Contractor shall, before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed

as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer, Mumbai Port Trust.

(iv) Wages, Books and Wage Slips:

The Contractor shall maintain Wage book of each worker in such form as may be convenient but the same shall include the following particulars.

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

A wage slip for each worker employed on the work.

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

(v) Preservation of books and slips:

The wage books and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

(vi) Inspection of books and slips:

The Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received or to the Engineer, MbPT or any other person authorised by him or on his behalf.

(vii) Power of the Engineer, MbPT to make investigation and enquiries:

The Engineer, MbPT or any other person authorised by the Engineer on his behalf shall have power to make enquiries with a view to ascertaining and enforcement due and proper observance of the fair wage clause. He shall also have the power to investigate into any complaint regarding any default made by the Contractor or sub-Contractor in regard to such provision.

(viii) The Engineer shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers for the reason of non-payment of the aforesaid fair wages except on account of any deductions that may be permissible under any law for the time being in force.

(ix) The contractor will be required to submit evidence of payment of wages to the labour/ workmen in to their bank account, the statement of remittance towards wages, EPF & ESIC for all labours engaged for the subject work along with their bills duly verified by the Executing Engineer and an Officer of the Welfare Division of Mumbai Port Trust. The wages and remittances for ESIC, EPF etc. shall be in accordance with the prevailing labour laws, rules and regulations governing the minimum wages Act. The contractor's bills will not be processed/passed in case of non-compliance of these provisions in the contract.

8. Materials and Workmanship:
 - 8.1. Quality of materials, workmanship and tests:
 - 8.1.1. All material and workmanship shall be of the respective kinds described in the Specification and in accordance with the Engineer's Instructions and shall be subjected from time to time to such test as the Engineer may direct at the place of manufacture or fabrication, on the Site or any approved Testing Laboratories. The scale of sampling and testing shall be as per norms prescribed by the Bureau of Indian Standard, and where not prescribed by BIS the same shall be as directed by the Engineer.
 - 8.1.2. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for inspection, sampling, measurement or testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.
 - 8.1.3. The material under test shall be stacked by the Contractor separately and he shall not use a material unless and until it is tested and accepted by the Engineer or his Representative. In case of violation of this requirement by the Contractor, payment may not be made for the work executed with such materials. If the Contractor repeatedly violates the above requirement, the Employer will be at liberty to determine the contract and the Contractor will be responsible to the Employer for the damage thereby incurred by the latter.
 - 8.1.4. Acceptance/ rejection of the material(s) will normally be communicated to the Contractor as per the test result findings. Rejected material shall be removed from the site by the Contractor within three days of rejection or such period as may be specified by the Engineer or his Representative.
 - 8.1.5. The Contractor shall arrange to test any of the materials/ finished items/ concrete cubes etc. as per relevant IS Specifications in laboratories of Engineer's choice. All other costs (except the testing charges) i.e. cost of material, packaging, transportation etc. shall be borne by the Contractor. The testing charges shall be borne by the Employer if the test results are satisfactory except for the testing carried out at the Contractors Material Testing Laboratory at site. If the test results are unsatisfactory/not as per relevant IS Specifications/ MbPT's Specifications, the testing charges shall be borne by the Contractor.
 - 8.1.6. The payment of testing charges for satisfactory test results will be reimbursed through the Contractor's next interim bill.
 - 8.2. Access to place of manufacture/ works etc.:

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

8.3. Examination of work before covering up:

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

8.4. Removal of improper work and materials:

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

- (a) the removal from the site within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer or his Representative are not in accordance with the Contract, and
- (b) the substitution of the materials so removed by proper and suitable materials, and
- (c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any Work which in the opinion of the Engineer or his representative is not in accordance with the Contract in respect of materials or workmanship.

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

8.5. Right to use before tests:

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

9. Commencement and Delays:

9.1. Release of site for carrying out the works:

The Contractor shall complete all initial formalities for the tender such as payment of Security deposit, taking out necessary insurance policies, Labour License etc. under this contract within 21 days after the date of receipt of the letter of acceptance of his offer. If the Contractor delays these activities under the tender, the contract will be terminated and the Earnest money deposited by him will be forfeited and the Contractor will be responsible for the losses suffered by the Employer.

The site under this tender will be released in part(s) within a week after Contractor fulfilling all above mentioned formalities. Contractor shall complete the work at the site(s) released, before making request for release of next part of site. However, it will be obligatory on the part of the contractor to complete the whole work within the scheduled completion period.

9.2. Commencement & execution of works:

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

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

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

- (a) has suspended progress on any portion or any item of the Works for seven days, or
- (b) has failed to make proper progress on any portion of item of the works for seven days, or
- (c) has failed to complete any portion or items of the works by the time specified by the Engineer, or
- (d) has failed to remove from site within seven days, materials which have been condemned and rejected, or
- (e) has failed to pull down within seven days and rebuild within the time stipulated by the Engineer, works which have been condemned and rejected, or
- (f) has failed to give to the Engineer or his Representative proper facilities for inspecting the works or any part thereof for three days, or
- (g) has failed to carry out proper tests for three days on any work or materials,

Then the Employer, without restricting/prejudice to their rights under Clause No.15 of the 'Conditions of Contract' and without expelling the contractors from the site of works, without determining the contract and while permitting the Contractor to carry out other balance works under this contract, may carry out at the risk and cost of the Contractor

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

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

9.4. Suspension of work on order of Engineer:

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

9.5. Completion Period:

Time is essence of the contract. The completion period for the work is mentioned here-before in the Tender Notice.

The completion period will commence from the date of release of the site.

The work shall be completed in accordance with the provisions of the Contract with any authorised alterations, amendments, additions or omissions within the completion period stipulated or such further period as may be allowed by the Engineer under Clause number 9.6 hereunder and shall not be considered as completed until the Engineer has certified in writing that it has been completed to his satisfaction.

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

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

9.6. Extension of time:

In the event of

- (a) any delay, impediment or prevention by employer/ a statutory body
- (b) any extra or additional works
- (c) exceptionally adverse climatic conditions
- (d) Other special circumstances which may occur other than through a default of or breach of contract by the contractor or for which he responsible.

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

9.7. Working hours:

The contractor has to work from morning till sunset. However, the site will be given to the contractor as per the availability without hindrance to the port operation.

9.8. Penalty for Default:

If the work is not carried out as per the schedule of sweeping given to the contractor during currency of contract, the Contractor shall be liable to pay penalty as under.

Rs. 5000/- per default shall be recovered from the contractor subject to a maximum ceiling of 10% of the contract price. Penalty is applicable for non-sweeping of a road / dustbin / footpath as per the schedule of sweeping given to the contractor during currency of the contract.

However, if the work is delayed by more than 25% of the contracted completion period of tender, the contract is liable to be terminated and the balance works are liable to be got completed by Mumbai Port Trust through any other agency at the risk and cost of the defaulting Contractor.

The Employer may without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hands due or

which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works under tender or from any other of his obligations and liabilities under the Contract.

9.9. Certificate of substantial completion of works: Not applicable for this tender.

10. Maintenance and defects:

10.1. Defect during execution:

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

10.2. Defect liability period:

The Defect Liability Period is mentioned in Tender Notice herebefore. The Defect Liability Period will be reckoned from the date of completion of entire work under the tender.

10.3. Repair and remedies during defect liability period:

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

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

10.4. Cost of repairs and remedies:

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

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

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

11. Additions, Alterations and Omissions:

11.1. Variations:

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

- (a) Increase or decrease the quantity of any work included in the Contract.
- (b) Deletion of any work.
- (c) Change the character or quality or kind of any work.
- (d) Change the levels, lines, position and dimensions of any part of the Works, and
- (e) Execute additional work of any kind necessary for the completion of the Works.

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

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

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

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

11.2. Valuation of variations:

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

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

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

- (c) From a similar or comparable item from the Mumbai Port Trust Schedule of Rates.
- (d) From CPWD Analysis of Rates/ All India Standard Schedule of Rates - Standard Analysis of Rates published by Government of India, Ministry of Works and Housing, National Buildings Organisation and using current costs of labour and materials and with an allowance of 10% on direct costs toward contractors' profit and overheads.
- (e) From actual direct costs of labour and materials consumed and with an allowance of 10% towards contractors' profit and overhead.

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

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

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

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

12. Plant, temporary works and materials:

12.1. Exclusive use for the works:

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

12.2. Removal of plant etc.:

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

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

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

13. Measurement:

13.1. Quantities:

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

13.2. Works to be measured:

The Engineer shall ascertain and determine by measurement, the value of the work done in accordance with the Contract. From time to time during the execution of the works and whenever required by the Engineer or his Representative, detailed measurements of any part or parts of the Work shall be taken jointly by the Engineer's Representative and the authorised

representative of the Contractor. If any work is likely to be covered up or put out of view the Contractor shall give due notice to the Engineer's Representative to enable him to examine and measure such work before it is covered up or put out of view.

The Contractor shall provide qualified staff and appropriate equipment to assist the Engineer or his Representative in taking such joint measurements and shall furnish all particulars required by either of them. The measurements will be recorded by the Engineer's Representative in the Measurement Books, which shall be countersigned by the authorised representative of the Contractor at the time of recording the measurements.

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

Should the Contractor or his authorised representative fail to forthwith attend for taking the measurements along with qualified staff and appropriate equipment after having been intimated by the Engineer or his Representative, and/ or

fail to countersign the measurements in the Measurement Books, and/ or

fail to submit to the Engineer, in writing, within one week from the date of the measurement, the details of the points of differences claimed, if any, then the measurements taken and recorded by the Engineer's Representative shall be taken to be the correct measurements which shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

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

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

13.3. Method of measurement:

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

14. Certificates and Payments:

14.1. Mode of payment:

- a. The Contractor shall submit to the Engineer after the end of each month his bills for the Works executed upto the end of the month together with particulars of other amounts to which he is entitled under the Contract.
- b. These bills shall be submitted on a printed proforma to be prepared at the cost of the Contractor as per the Annexure-11 & 12.
- c. In a cycle of three interim bills, two consecutive bills will be based on estimated value of work done as certified by the Engineer (referred to as estimated interim bills) and the third bill (referred to as measured interim bill) will be based on detailed measurements as certified by the Engineer.
- d. For the purpose of estimated interim bill, the amount to be billed will be worked out by the Engineer's Representative and the Contractor shall submit the bill accordingly.
- e. The measured bill shall be based on detailed measurements of the Works taken jointly by the Engineer's Representative and the authorised representative of the Contractor, subject to the provisions of Clause No.13.2 of 'Conditions of Contract'.
- f. If the Contractor has any difference of opinion as to the estimated value of work/ measured quantities of work billed, he may indicate the same by way of a separate annexure to the bill and not by altering the estimated value of work/ measured quantities of work recorded by the Engineer's Representative. The differences claimed by the Contractor will be examined and decided upon by the Engineer separately in terms of the contract.
- g. All payments against interim bills shall be treated as 'on account' payments subject to adjustment at any time until the date of payment of final bill.
- h. The Employer/ Engineer reserves the right to adjust the amount of any bill against the Contractor's dues to the Employer in connection with this contract or in connection with any other dealings of the Contractor with the Employer.
- i. In case of interim bills based on estimated value of work, one hundred percentage (100%) of the amount certified by the Engineer shall be paid by the Employer within ten (10) working days from the date of certification of the bill by the Engineer.
- j. In case of interim bills based on detailed measurement of work Eighty percentage (80%) of the amount certified by the Engineer shall generally be paid by the Employer within ten (10) working days from the date of certification of the bill by the Engineer and the balance twenty percentage (20%) of the amount will be paid by the Employer within twenty one (21) working days from the date of certification of the bill by the Engineer.

- k. The Contractor's final bill shall be passed for payment after the Engineer certifies completion/ substantial completion of the work and the Contractor complies with all the Conditions of the Contract excluding the Condition regarding Defect Liability Period.
- l. The date, on which a cheque of payment is handed over to the Contractor by the Employer, will be considered as the date of payment for all purposes.
- m. The Engineer may at any time make any correction or modification to any certificate, which shall have been issued by him and shall have powers to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.
- n. In case the Contractor fails to prepare and submit interim or final bills, the Engineer reserves the right to prepare and certify the bills for payment/ recovery as the case may be.

14.2. Secured advance against materials brought to the site: This clause is not applicable to this tender.

14.3. Price variation & Price adjustment: This clause is not applicable to this tender.

14.4. Refund of Performance Security (Security Deposit):

Upon the expiry of the Defect Liability Period, the Security Deposit mentioned in Clause No.6.2 will be refunded to the Contractor, provided always that if at such time if any work remain to be executed by the Contractor ordered during the Defect Liability Period pursuant to Clause 10 hereof, the Employer shall be entitled to recover from the Security Deposit and the Retention Money the actual expenditure incurred by the Employer in the completion of such works or if such works have yet to be completed, the Engineer's estimate of the cost of completion of such works, plus any other amounts due from the Contractor.

14.5. No interest payable:

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

15. Remedies and Powers:

15.1. Employer's lien:

The Employer shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these presents, and/or also on and over the deposit or security amount or amounts paid under the Contract and which may become repayable to the Contractor under the conditions on that

behalf herein contained for or in respect of any debt or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other, and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.

15.2. Liquidation and re-entry:

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

- (a) has abandoned the Contract, or
- (b) has suspended the progress of the Works for seven days after receiving from the Engineer written notice to proceed without any lawful excuse under these conditions, or
- (c) has failed to make proper progress with the Works for seven days after receiving from the Engineer written notice to employ more men, and/ or items of Plant equipment and/ or materials, or
- (d) has failed to remove materials from the site or re-execute work seven days after receiving from the Engineer written notice that the said materials or Works were rejected by the Engineer, or
- (e) has failed to give the Employer or the Engineer proper facilities for inspecting the Works or any part of them for three days after receiving from the Employer or the Engineer written notice demanding the same, or
- (f) has failed to complete all or any part of the Work by the time or extended time for completion, or
- (g) has failed to submit any work or material to proper tests for three days after receiving a written notice from the Engineer requiring the same, or
- (h) has failed to give proper account of the materials issued to him, or
- (i) has removed from the Site without the Engineer's written permission any plant or material brought to the site, or
- (j) has committed repeated breaches of any of the conditions of the contract or Specifications for the materials and workmanship, or
- (k) has failed to complete the work within twenty five percent (25%) of the contracted completion period over the completion period as stipulated under Clause No.9.5.1 herein above.

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

conclusive proof as between the Contractor and the Employer of the statements contained therein.

15.3. Damages and forfeiture of security deposit:

In case of failure on the part of the Contractor at any time during the currency of the Contract to comply with any of the conditions herein contained or in case of any breach of any of the terms and Conditions of the Contract or if the Employer shall enter and determine the Contract under Clause No.15.2 above no right of action for any work done or for materials or plant of which the Employer may have taken possession in accordance with Clause No.15.2 above or in any other respect shall arise until the Engineer has certified that the Work has been satisfactorily completed and the costs of completion and penalties due for delay in completion and the periodical payments which have been made to the Contractor have been ascertained and the amount thereof certified by the Engineer in writing. The Contractor shall be liable to make good to the Employer the difference, if any, between the costs of the completion of the Works by the Employer or through other Contractors as aforesaid and the costs on the basis of the Schedule of Quantities and Rates hereunder and all other charges and expenses as shall or may in anyway be incurred or sustained. The Employer shall be at liberty to retain the said sums from any amount that shall become due and payable to the Contractor under this or any other contract without prejudice to the provision hereof. The Employer shall be entitled to forfeit the Security Deposit lodged by the Contractor with the Employer under Clause 6.2 above or to assess the loss or damage which the Employer has suffered by reason of such failure or breach and to appropriate the said Security Deposit towards such loss and damage without recourse to a Court of Law and without prejudice to any right of recovery by and any other means. If however, upon this being done, it appears from the Engineer's certificate that the aggregate amount of the cost of construction and the penalty if any payable by the Contractor is less than the sum which will be justly due to the Contractor in respect of the work actually executed by him upon the basis of the rates and prices hereunder written then the Employer shall pay the balance to the Contractor within a reasonable time after the issue of such certificates and if it so appears that such amount is more the sum aforesaid then the balance shall be paid by the Contractor to the Employer.

15.4. Extras:

Any extra expenses in addition to the amount specified in the Schedule of Quantities and Rates which may be incurred by the Employer in the performance of the Works, required owing to the neglect or omission on the part of the Contractor or his workmen during the execution of the Contract shall be deducted from any sums due or which may thereafter become due to

the Contractor, or the Contractor may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment the said amount shall be recoverable from him in such manner as the Employer may determine.

16. Law and Language:

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

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

17. Settlement of Disputes:

All disputes arising out of the contract shall be attempted to be resolved amicably between the two parties, failing which same shall be referred to a single arbitrator to be resolved in accordance with Indian Arbitration & Conciliation Act 1996.

18. Notice to Statutory bodies:

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

19. Safety of existing underground services:

The Contractor shall take due care and adopt such measures to ensure that the existing underground services of Mumbai Port Trust as well as Public Utility Bodies viz. Tata, AEGIS, BPCL, CTTL, BEST, MTNL, MCGB, Mahanagar Gas Co., etc., are not damaged during the execution of the work. The drawing showing the approximate route of such known service will be made available. Exact location of a service shall be ascertained by taking trial pits at strategic points. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service, irrespective of the fact that the utmost precautions are taken to avoid damage shall be at the entire risk and cost of the Contractor.

20. Removal of surplus excavated materials:

All the surplus excavated materials after back filling and debris arising out of the work as ordered by the site Engineer shall be removed by Contractor by making necessary arrangement to dispose it of anywhere out of Mumbai Port Estate. The material shall not be dumped anywhere in Mumbai Port Trust Estate. If any of such materials are found dumped anywhere in Mumbai Port Trust Estate, a fine of Rs.50,000/- per lorry load will be recovered from the Contractor.

21. Execution of works inside Dock/ restricted areas:

In case of works to be executed inside Docks and other restricted areas, the access to the site will be from Dock Gates/ Security Gates. The Contractor shall arrange to obtain from time to time the necessary temporary Dock Entry Permits for himself and his workmen from the Police Authorities/ MbPT Security/ CISF/ MSSC as may be applicable for which the Engineer's Representative will issue recommendatory letter to the Dock/ Police Authorities/ MbPT Security/ CISF/ MSSC upon being requested by the Contractor to do so. The Contractor shall comply with the customs and police formalities. When the Entry Permits are issued to the Contractor in favour of a group of persons, the group shall wear distinctive cotton arm bands for proper identification.

The Contractor will be held fully responsible for the rightful and proper use of the Temporary Entry Permits that may be issued by the Dock/ Police Authorities/ MbPT Security to him, for himself, his workmen, sub-contractors, transport contractors, etc. in connection with the contract work. The temporary Dock Entry Permits that are issued to the Contractor shall invariably be returned to the Engineer on expiry of the validity period of the permit or on completion of work or when the person on whose name the permit is issued ceases to be employed on the contract work or whenever directed by the Engineer whichever event above mentioned is earlier.

In case of loss of any of the Temporary Entry Permits by the Contractor, or by his workmen, or the sub-contractors, or by the Transport Contractor, etc. the Contractor shall immediately report such loss in writing to the Dock/ Police/ MbPT Security / CISF/MSSC Authority who has issued the Temporary Dock Entry Permit/ Permits and also advise the Engineer accordingly. Failure to report such loss of the Temporary Entry Permit or permits will be viewed very seriously, and the Contractor will be held full responsible for any misuse of such lost permits.

The use of the Temporary Dock entry permits for purposes other than the performance of the Contract will be a criminal offence.

22. Contractor's site office & store:

No open ground shall be available at or near the site of work, for contractor's site office & store. The contractor shall have to make his own arrangement for the same.

23. Adjustments for Changes in Legislation:

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

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

24. Force Majeure:

- (A) In this clause, "Force majeure" means an exceptional event or circumstances:
- (a) which is beyond party's (Employer or contractor) control
 - (b) which such party could not reasonably have provided against before entering into the contract.
 - (c) which, having arisen, such party could not reasonably have avoided or overcome and
 - (d) which is not substantially attributable to the other party

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

- War, hostilities (whether war to be declared or not), invasion, act of foreign enemies
- Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war,
- Riot, commotion, disorder, strike or lockout by persons other than contractor's personnel and other employees of the contractor and sub-contractors,
- Munitions of war, explosive materials, ionising radiations or contaminations by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiations or radio-activity and
- Natural catastrophes such as earthquakes, tsunami, hurricane, typhoon or volcanic activity.

(B) No Breach of Contract –

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

(C) Measures to be taken –

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

25. Tenderers may please note that as per Govt. directives, successful tenderer shall comply with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act 1938, Payment of Wages Act 1936, Minimum Wages Act 1932, Dock Labour Regulations, Contract labour (Regulation and Abolition) Act 1970 and any statutory amendment or re-enactment thereof for the time being in force.
26. The Contractor shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employee's Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.
27. In case of submission of any fraudulent documents by the tenderer to qualify their bid, it shall be treated as major violation of tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.
28. Goods and Service Tax (GST) as applicable shall be reimbursed to the contractor through the interim bills. However, the taxes like Income Tax etc.

will be deducted at source as applicable as per prevailing rules and regulations.

29. **Safety Conditions:**

The contractor shall comply with all precautions as per I.L.O. Convention (No.62) so far as they are applicable to this contract.

- (a) The contractor shall provide all safety equipment such as jacket, safety belt, safety shoes, helmet, gloves etc. to his workers during the execution of work
- (b) If the contractor does not follow the safety precautions as prescribed in the tender conditions/ instructed/ required as per construction practices, the contractor will be imposed a penalty of Rs. 1,00,000/- per occasion
- (c) If the contractor fails to follow the safety instructions continually for 3 occasions during the execution of any particular work, the contractor shall be debarred for 6 months from participating in MbPT tenders.
- (d) During the execution of work if any fatal accidents occurred to the labourers employed by the contractor due to the negligence and also not adhering to the instructions on safety, the contractor shall be blacklisted for minimum 3 years and/ or as may be decided by the Chief Engineer and will not be allowed to participate in any of the tenders of MbPT.
- (e) If the labourers are required to work at a height of 20 feet and above, the contractor shall provide safety net as per the site requirement and a separate supervisor shall be posted to monitor the same.

30. **Vehicle to be supplied for the subject contract:**

The contractor at his own cost shall provide within 15 days, from the issue of Letter of acceptance, 1 no. of vehicle, which is not more than five years old, of any model of Mahindra bolero or similar vehicle of any other manufacturer, for the entire contract period for exclusive use of Engineer and his representative. The vehicle shall be well maintained to the entire satisfaction of Engineer/ Engineer's representative. All expenses for fuel, lubricant oil, other consumables, service and maintenance, drivers, repairs and replacements etc. to be borne by the contractor. The vehicle should be made available from 8 am to 8 pm or as directed during the contract period. However, the usage of each vehicle will not exceed 80 Kms. per day calculated on monthly average basis. In case of failure to provide vehicle on any day an amount of Rs. 5,000 per day shall be deducted from the contractor's bills as a penalty.

**Chief Engineer
Mumbai Port Trust**

Mumbai Port Trust
Civil Engineering Department
Tender No.E.76/2021

Sweeping of MbPT Roads for a period of Two years

Addendum to the Specifications

The following “Addendum to Specifications” shall be read and construed with the “Specifications” issued to the registered contractors at the time of registration as if they were incorporated therewith.

In so far as any provision in “Addendum to Specifications” may conflict with or be inconsistent with “Specifications”, the Addendum to Specifications” shall prevail.

1. Procurement of materials: All manufactured articles, unless otherwise allowed by the Engineer-in-charge, shall bear I.S.I. mark and shall be obtained from manufacturers directly or from authorized dealers of manufacturer.
2. Testing of materials: All the materials shall be in accordance with the specifications and specified to comply with I.S.I., the contractor shall, if required, furnish the manufacturer's certificate that the material satisfies the requirement of IS specifications. Samples of materials, fittings etc. shall be submitted by the contractor for approval of the Engineer-in-charge, before use. When required by Engineer-in-charge, the contractor shall supply, for the purpose of testing, samples of any material proposed to be used in works.

Testing charges, if any, shall be borne by the MbPT, only in respect of successful results. The expenditure required to be incurred for taking the samples, packing and transporting the same to testing laboratories, shall be borne by the contractor himself.

3. In case the specifications for any works under the contract is not covered by the above specifications the relevant IS codes shall be applicable for such works.
4. Mode of measurement: In case of items where no specific mode of measurement has been indicated, the norms specified in the Indian Standard Specifications for the relevant items shall be followed.

The area of 1.5 M wide strip along the road/ divider edges will be considered for payment under Item No. 1. However, if there is any kutchara/debris on road other than 1.5 M road/divider edge, the contractor shall collect and transport the same to nearest MCGM dustbin without any extra cost to MbPT. The bidder shall quote accordingly.

Chief Engineer
Mumbai Port Trust

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

To
The Chief Engineer
Mumbai Port Trust

Sub: Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years
Sir,

1. We hereby request to be qualified with the Mumbai Port Trust as a Tenderer for the subject work under Tender No.E.76/2021.

2. We authorize Mumbai Port Trust 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 Trust 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 Trust 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 Trust 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 _____ 2021

(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

**(On the Letter Head of the Bidder)
Undertaking by the Tenderer**

Sub: Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years
To
The Board of Trustees of the Port of Mumbai.

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

1. The complete tender set as described in Instructions for Online Bid Submission is submitted without any defacement, addition, alternation or interpolation.
2. I/we have submitted our tender without Earnest Money Deposit (EMD) and have furnished Declaration Form for EMD separately at Annexure-12.
3. 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.
4. I/we do hereby declare that we have not been blacklisted/ debarred by any Central/ State government department or public sector undertaking from taking part in the tendering process.
5. I/we have not made any payment or illegal gratification to any person/ authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the PC Act in connection with the tender.
6. I/we hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of Port of Mumbai to take further action into the matter.

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

Tel. No. : _____
Date : _____

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

Tel. No. : _____
Mobile No. : _____
Date : _____

(On the Letter Head of the Bidder)**Tenderer's Particulars**

(Ref: Clause Nos.2 & 2.1 of the Tender Notice)

Sub: Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years

1. Name of the Tenderer:

2. Registered Office Address:

Telephone Nos.:

FAX Nos.:

3. Signatory to the Tender:

(on whose name Power of Attorney has been issued)

Name:

Position held in the firm:

Mobile No.:

4. Permanent Income Tax Account No. (PAN) of the firm:

5. Registration No. for GST on Works Contracts

6. Average Annual Financial Turn-over of the Rs. _____ lakhs.
Tenderer during last three years ending 31.03.2021

7. Experience of similar works executed by the tenderer (Ref. clause No. 2 of Tender Notice)

Title of Three similar works completed during last seven years ending 30.11.2021 as per eligibility	O R	Title of Two similar works completed during last seven years ending 30.11.2021 as per eligibility	O R	Title of One similar works completed during last seven years ending 30.11.2021 as per eligibility
1) 2) 3)		1) 2)		1)

Notes: Complete details of the above works to be furnished as per Annexure-5.

10. List of other Documents to be furnished by the tenderer:
- (A) Power of Attorney of signatory to Tender (Notary attested copy)
 - (B) Certified/ attested copies of following documents
 - (i) Names, Addresses & ages of partners and Deed of Partnership OR Memorandum and Articles of Association of the Company.
 - (ii) Latest Annual Report with Balance Sheet, Profit & Loss Account statement (Certified by Chartered Accountant).
 - (iii) Copy of PAN card issued by Income Tax authorities.
 - (iv) Copy of TDS certificate from the previous employer or Form 26 AS of IT department as evidence to establish the work experience.
 - (v) Copy of GST Registration.

Dated this _____ day of _____ 2021

(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

(On the Letter Head of the Bidder)

Annual Financial Turn-over of the Tenderer
During Last Three Years ending 31.03.2021

(Ref: Clause Nos.2.1 of the Tender Notice)

Sub: Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years

Financial Year	Financial Turnover in Rs. Lakhs
2018– 2019	
2019 - 2020	
2020 - 2021	
Average Annual Turnover =	

Note: Signature of Chartered Accountant is a must.

Name:
Signature:
Seal:
of **CHARTERED ACCOUNTANT**

Date:

Name:
Signature:
Seal:
of **TENDERER**

Date:

(On the Letter Head of the Bidder)

Experience of 'Similar Works' executed by the Tenderer

(Ref: Clause Nos.2.1 of the Tender Notice)

Sub: Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years

1. Name of work :
2. Name & Address of the Employer :
3. Contact Person :
4. Telephone Nos. :
5. Location of work site :
6. Scope of works carried out : :
7. Contract Value : Rs.
8. Actual Value of work executed : Rs.
9. Actual Completion Date :

Note: Tenderers shall fill the above annexures separately for each work. The tenderer has to enclose the employer's certificates such as copy of work order, completion letter to confirm satisfactory performance.

Copy of TDS certificate from the previous employer or Form 26 AS of IT department as evidence to establish the work experience.

Dated this _____ day of _____ 2021

(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

Electronic Clearing Service (ECS) Mandate Form

To
Chief Engineer
Mumbai Port Trust

From:
(Firm's Name & Address)

Sub: Payment through NEFT/ RTGS/ ECS system

Ref: Tender No.E.76/2021

Kindly arrange the payment of our bills through NEFT/ RTGS/ ECS system.

The details of our bankers are as under:

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

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

Date: _____
Authorized Signatory
Company SEAL & STAMP

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

Bank's Stamp
Date: _____

Signature of the Authorized
Official of the Bank

INTEGRITY PACT

Between

Mumbai Port Trust (MbPT) hereinafter referred to as "The Principal"

AND

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section-1: Commitments of the Principal.

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

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

- (1) The Bidder (s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

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

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

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

Section-4: Compensation for damages.

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

Section-5: Previous transgression

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

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

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

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

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

Section-8: Independent External Monitor/ Monitors

- (1) The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.

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

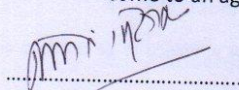
Section-9: Pact Duration

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

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

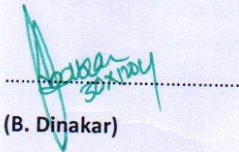


(N.G. Mirajkar)
CHIEF ENGINEER
MUMBAI PORT TRUST
(For & on behalf of the Principal)

Place: Mumbai

Date:

Witness-1: (for Principal)



(B. Dinakar)
Dy.Chief Engineer,
Mumbai Port Trust

.....
.....
(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 MbPT standard payment terms are as per mutually agreed INCO terms.
Agency Commission: MbPT 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 MbPT. Besides, a penalty of payment of a named sum OR banning business dealings with MbPT may be levied.

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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1. Introduction

- 1.1 The Board of Trustees of the Port of Mumbai (The Board / MbPT), incorporated by The Major Port Trusts Act, 1963, as amended by Major Port Trusts (Amendment) Act, 1974 and is an authority within the meaning of article 12 of Constitution of India. MbPT has also to safeguard its commercial interests, MbPT 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 MbPT 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 MbPT 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 MbPT generally provide that MbPT reserves the rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MbPT to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors (ii) Suspension and (iii) Banning of Business Dealing with Agencies has been laid down in these guidelines.
- 2.5 These guidelines apply to all departments of MbPT.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its prior / inadequate performances or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires

- (i) Party/ Contractor/ Supplier/ Purchaser/ Customer shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc. Party/ Contractor / Supplier/ Purchaser / Customer in the context of those guidelines is indicated as 'Agency'
- (ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - (a) If one is a subsidiary of the other.
 - (b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common.

- (c) If management is common.
- (d) If one owns or controls the other in any manner.
- (iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For MbPT Banning

The Head of the Department shall be "Competent Authority" for the purpose of these guidelines. Chairman, MbPT 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, MbPT'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) MbPT Board shall have overall power to take *suo-moto* action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department Investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) List of approved Agencies – Parties / Contractors / Suppliers/ Purchasers/ Customers shall mean and include list of approved registered Agencies – Parties/ Contractors / Suppliers / Purchasers / Customers etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with MbPT 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 MbPT, as a whole, to deal with such an Agency pending investigation, the competent Authority may send his

recommendations to Chief Vigilance Officer (CVO), MbPT 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 MbPT .
 - 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 MbPT to continue to deal with such Agency pending investigations. Vigilance Dept. may send such recommendation on the matter to HOD to place before MHC consisting of the following:
 1. Head of Finance Department.
 2. Head of Executing Department.
 3. Head of User Department.
 4. Head of Legal Department.

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

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

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

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

6 Ground on which Banning of Business Dealing can be initiated

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

6.2 If the Director / Owner of the Agency, Proprietor or partner of the firm is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealing with the Government or any other public sector enterprises or MbPT, 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 MbPT 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 MbPT 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 MbPT 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 MbPT 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 MbPT 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 MbPT. 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 MbPT is not required in view of the local conditions and impact of the misconduct/ default. Any ban imposed shall be applicable across the MbPT.
- 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 MbPT-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 MbPT. 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 MbPT-wide / Local unit, wide 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 MbPT including subsidiaries.
- ii) Based on the complaint forwarded by HOD or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department. After investigation depending upon the gravity of the misconduct Vigilance Department may send their report to HOD to be placed before MHC consisting of the following: -
 - (i) Head of Finance Department.
 - (ii) Head of Executing Department.
 - (iii) Head of User Department.
 - (iv) Head of Legal Department.

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

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

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

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

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

Any petition/ application filed by the Agency concerning the review of the banning order passed originally by HOD under the existing guidelines either before or after 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, MbPT may without any further enquiry or investigation issue an order banning dealing with the Agencies and its inter connected Agencies.

(On the Letter Head of the Bidder)

BID SECURITY Declaration Form

Sub: Tender No.E.76/2021 Sweeping of MbPT Roads for a period of Two years

To
The Board of Trustees of the Port of Mumbai.

Sir,

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

1. I/we understand that the tender is submitted without Earnest Money Deposit (EMD) as per recent Govt. guidelines.
2. I/we agree to accept the award of work in case I/We emerge as successful tenderer and fulfil all obligations under the subject contract.
3. I/we agree to pay Mumbai Port Trust, the Security Deposit equivalent to 3% of contract value in the form of Demand Draft/ Pay Order payable in Mumbai OR in the form of Bank Guarantee from any Nationalized/ Scheduled Bank.
4. I/we understand that if I/we fail to comply any of the above conditions, I/we shall be debarred/ blacklisted for three years from conducting any transactions with Mumbai Port Trust.

Witness's
Signature: _____
Name: _____
Address: _____

Tel. No.: _____
Mobile: _____
Date: _____

Tenderer's
Signature: _____
Name: _____
Address: _____

Tel. No.: _____
Mobile: _____
Date: _____

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

NON - DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") made at Mumbai the _____, day of _____, 2021

By and between:

The Board of Trustees of the Port of Mumbai, incorporated by Major Port Trust Act, 1963, as amended by Major Port Trust (Amendment) Act, 1974 having its Office at Port House/Vijaydeep, Soorji Vallabhdas Marg, Ballard Estate, Mumbai - 400001(hereinafter referred to as "PRINCIPAL") which expression shall unless repugnant to the context or meaning hereof, be deemed to include its successors and assigns of the First Part;

And

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

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

WHEREAS:

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

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

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

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

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

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

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

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

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

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

3. All Information:

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

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

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

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

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

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

5. The Receiving Party will only disclose the Information to the personnel / consultants of the Receiving party who have a need to know the Information for their work in

connection with the Transaction, provided that each such employees/personnel/consultants has agreed to maintain the confidentiality of the Information in accordance with the terms hereof.

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

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

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

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

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

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

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

IN WITNESS WHEREOF,

BIDDER/CONTRACTOR

—

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

—

Of the Board of the Trustees of the **Port of Mumbai** 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

Trustees of the Port of Mumbai in

The presence of _____

The Common seal of the Board

Of Trustees of the Port of Mumbai

Was affixed in the presence of

Shri _____

Secretary MBPT

Draft Contract Agreement

This Agreement made at Mumbai the _____ day of _____ 2021 between 'The board of Trustees of the Port of Mumbai' incorporated by Major Port Trusts Act, 1963 as amended by Major Port Trust (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 Trustees of the Port of Mumbai its successors and assigns) of the **ONE PART** And _____ (Name of Proprietor) of Mumbai carrying on proprietary business in the firm name and style of _____ having his office at _____ (Name of Partners) all of Mumbai carrying on business in partnership in the firm name and style of _____ and having their his office at _____ (Name of Firm) a company registered under the Indian Companies Act, 1956 and having its registered office at _____ & having registered with the Income Tax Department of Govt. of India No. _____ (hereinafter called "the Contractor/s" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the person named his or her heirs executors and administrators and his or her permitted assigns) the person named the survivor or survivors of them, their respective executors, and administrators of such last survivors and their/ his or her assigns/ the company named its successors and permitted assigns) of the **OTHER PART**.

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

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

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

***Please strike out which is not required.**

AND WHERAS the contractor and the Board have further agreed that this agreement will remain in force even in case of any extension/ renewal of the contract on the same terms and conditions and at the same rates accepted by the Board by the letter of its Chief Engineer dated _____ 2021.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

Sr. No.	Contents
First Cover (TECHNICAL BID)	
1.	Tender Notice
2.	Instructions for Online Bid submission
3.	Instructions for preparation and submission of Tender
4.	Conditions of Contract
5.	Addendum to the specifications
6.	Annexure – 1: Letter of Application
7.	Annexure – 2: Undertaking by the Tenderer
8.	Annexure – 3: Tenderer’s Particulars
9.	Annexure – 4: Annual Financial Turnover of the Tenderer
10.	Annexure – 5: Experience of Similar Work
11.	Annexure – 6: ECS Mandate Form
12.	Annexure – 7: Integrity Pact
13.	Annexure – 8: EMD Declaration Form
14.	Annexure – 9 : Non Disclosure Agreement
15.	Annexure – 10: Draft of Contract Agreement
16.	Annexure – 11: Guarantee Bond
17.	Annexure– 12: Specimen Bill Form 1 (For Estimated Bill)
18.	Annexure – 13: Specimen Bill Form 2 (For Measured / Final Bill)
19. Second Cover (PRICE BID)	
20.	Directions to Tenderer for filling in the Schedule of Quantities
21.	Preamble to Schedule of Quantities and Rates
22.	Schedule of Quantities and Rates
23.	Form of Tender

And

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

And

the acceptance of the Tender by the said letter dated the _____ day of _____ 2020 from the Chief Engineer/ The Board of Trustees of Port of Mumbai to the Contractor/s

In consideration of the payments to be made by the Board to the Contractor/s as hereinafter mentioned the Contractor/s DOTH / DO HEREBY CONVENANT with the Board to carry out and complete within the stipulated period (time being of the essence of this contract) the work of _____ and all other ancillary work as described in the Drawings, in accordance with the specifications and in conformity in all respects with the provisions of the Contract and to maintain/ guarantee the same as provided in the Conditions of Contract/ Specifications (hereinafter collectively called "the Contract work").

The BOARD DOTH HEREBY CONVENANT to pay to the Contractor/s in consideration of the Contractor/s carrying out and completing within the stipulated period (time bearing of the essence of this contract) the contract work to the entire satisfaction of the Chief Engineer of the Board in all respects the contract price at the time and in the manner prescribed by the Contract.

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

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

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

(LETTERS FROM THE Contractor/s)

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

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

Signature of Contractor

OR

SIGNED, SEALED AND DELIVERED
by the above named _____

on behalf of themselves and for and on behalf of

in the presence of _____

Signature of Contractors

OR

The Common Seal of _____
affixed pursuant to a resolution of the Board of Directors
dated the _____ day of 20____
in the presence of _____
Directors of the said Company

DIRECTOR

SIGNED, SEALED AND DELIVERED BY

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

(Designation of concerned HOD)

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

Secretary
Mumbai Port Trust

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

Form of Bank Guarantee towards Performance Security (Security Deposit)

GUARANTEE BOND

In consideration of the Board of Trustees of the Port of Mumbai incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (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 Trustees of the Port of Mumbai, its successors and assigns) having agreed to exempt _____ (Name of the Contractor) (hereinafter called the "contractors") from the demand under the terms and conditions of the contract vide the Board's Chief Engineer's letter No. _____ dated _____ made between the contractors and the Board for execution of the work of _____ covered under Tender No.E.76/2021 (hereinafter called "the said contract") for the payment of Performance Security (Security Deposit) in cash or lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only, we the _____ (name of the Bank and address) (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only, against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

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

3. We _____ (Name of the Bank and Branch) undertake to pay to the Board any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and, the Contractor(s) shall have no claim against us for making such payment.

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

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

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

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

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

9. Notwithstanding anything contained herein:

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

Dated _____ day of _____ 2021.

Seal of the bank

for (Name of the Bank)

Signature & Name & Designation.

NOTES:

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

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

SPECIMEN BILL FORM 1 (For Estimated Bill)

Interim (Estimated) Bill No.: _____

For the period ending: _____

Deadline for making payment 100% by: _____
--

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

(1) Name of work and Tender No.

(2) Name of the Contractor:

(3) Acceptance letter No. & date:

(4) Contract price: `

(5) Measurement Book No.:

Page No.:

(6) Abstract Book No.:

Page No.:

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

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

Officer preparing the Certificate:

Signature:

Name:

Designation:

Date:

Contractor:

Signature:

Name:

Date:

Officer making the payment:

Signature:

Name:

Designation:

Date:

(Ref: Clause 14.1 of 'Conditions of Contract')

SPECIMEN BILL FORM 2 (For Measured / Final Bill)

Interim/Final (Measured Bill):

Bill No.:

For the period ending:

Deadline for making payment:

80% by:

20% by:

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

1 Name of Work and Tender No.:

2 Name of Contractor:

3 Acceptance letter No. & Date:

4 Contract Price: `

5 Measurement Book No.:

Page No.:

6 Abstract Book No.:

Page No.:

Sr. No.	Description of Item	Quantities executed			Unit	Rate Rs.	Amount		
		Upto last Measured Certificate	Since last Measured Certificate	Upto Date			Upto last Measured Certificate Rs.	Since last Measured Certificate Rs.	Upto Date Rs.
Gross certified value of work:									

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

Officer preparing the Certificate: Signature:

Name:

Designation:

Date:

Contractor:

Signature:

Name:

Date:

Officer making the payment:

Signature:

Name:

Designation:

Date: