REQUEST FOR PROPOSAL

FOR

CONSTRUCTION OF MARINA IN MUMBAI HARBOUR

Tender No. E. 57/2025

MUMBAI PORT AUTHORITY

PORT HOUSE, 3RD FLOOR,

SHOORJI VALLABHDAS MARG,

BALLARD ESTATE

MUMBAI – 4000 001.

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Construction of Marina in Mumbai Harbour
Percentage Rate mode

NOTICE INVITING BID

Tender No: E.57/2025 **Dated 25.08.2025**

The **MUMBAI PORT AUTHORITY (MbPA)** invites online Bidding through an item rate (percentage mode) Contract for Construction of Marina in Mumbai harbour.

MbPA invites bids from eligible contractors for the following project:

State	Location	Name of work	Estimated cost	Completion period
Maharashtra	Mumbai	Construction of Marina in Mumbai harbour	Rs.349,16,54,477.00 excluding GST	30 months including monsoons

The Request For Proposal (RFP) document can be viewed / downloaded through a link from official MbPA portal of http://www.mumbaiport.gov.in or e-procurement portal https://eprocure.gov.in/eprocure/app from **25.08.2025 to 15.10.2025 up to 1500 Hrs.** Bid must be submitted online only at http://eprocure.gov.in/eprocure/app on or before **15.10.2025 up to 1500 hours**.

Technical Bids received online shall be opened on **16.10.2025 at 1500 hours**. Bid through any other mode shall not be entertained. However, Bid Security, document fee, Power of Attorney, Integrity pact, Non-Disclosure Agreement, joint venture agreement (if applicable) etc. shall be submitted physically by the Bidder on or before **15.10.2025 at 1500 hours**, please note that the MbPA reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

The Chief Engineer
Mumbai Port Authority
3rd floor, Port Bhavan
Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai -400 001
Tel: 022-66564031
Email: chiefengineer@mumbaiport.gov.in

DISCLAIMER

The information contained in this Request for Proposal document (the —RFP) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the technical specification and drawings, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, check and ensure the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a Bidder for the Project, and the Employer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

Chief Engineer
Mumbai Port Authority

GLOSSARY

Agreement	As defined in Clause 1.1.5
Employer	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in Clause 1.1.7
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.7
BID Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1
Percentage Rate Mode	As defined in Clause 1.1.1
Percentage Rate Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.4
Good for Construction Drawings	As defined in Clause 1.2.3
Government	Government of India
Joint Venture	As defined in Clause 2.2.1
Lowest Bidder	As defined in Clause 1.2.6
Letter of Acceptance	As defined in Clause 3.3.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

MUMBAI PORT AUTHORITY

SECTION 1

1. INTRODUCTION

1.1 Background

1.1.1 MbPA invites online bidding through percentage rate contract for Construction of Marina in Mumbai Harbour and has decided to carry out the bidding process for selection of a bidder to whom the contract may be awarded. Brief particulars of the project are as follows:

Name of the work	**Estimated Project Cost** (In Rs.)	**No of Months for completion of work**
Construction of Marina in Mumbai harbour	**349,16,54,477.00 excluding GST**	30 months including monsoons

1.1.2 The selected Bidder (the **Contractor**) shall be responsible for Construction of Marina in Mumbai Harbour under and in accordance with the provisions of item rate (percentage mode) contract (the-**Contract**) to be entered into between the Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the rectification of the defects during the Defect Liability Period, as per Article 14 of Draft Agreement.

1.1.3 The scope of work will broadly include Construction of Marina in Mumbai Harbour including piled breakwater, approach trestle and floating pontoon and gangways etc.

1.1.4 The estimated cost of the Project (the **"Estimated Project Cost"**) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor services and obligations.

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Employer‘s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.

1.1.7 The Employer shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Employer pursuant to this RFP (collectively the "**Bidding Documents**"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the —**BID Due Date**).

1.2 Brief description of Bidding Process

1.2.1 The Employer has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

1.2.2 Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs (the —**Bid Due Date**).

1.2.3 The complete Bidding Documents including the draft Agreement for the Project are enclosed for the Bidders. The General arrangement drawings of the Marina together with pertinent information to enable the bidder to understand the facilities will be provided to the bidder after submission of the duly signed NDA ("**Non-Disclosure Agreement**"). However, detailed Good for construction drawings for the proposed Construction of Marina in Mumbai Harbour shall be issued to the successful bidder only. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to submit, along with its BID, a BID Security of **Rs. 6.98 Crore (Rupees Six Crore Ninety-Eight Lakhs Only)** (the "**BID Security**"), refundable not later than 210 (Two hundred and tenth) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide BID Security in the form of bank guarantee acceptable to the Employer and in such event, the validity period of the bank guarantee, shall not be less than 240 (two hundred and fortieth) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.

Note: In case of subsequent extension of Bid Due date, no re-submission of BG with revised validity will be required.

1.2.5 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project. Bidders are also advised to visit the site to understand the actual ground conditions one week prior to pre-bid meeting.

1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"). The total time allowed for completion of construction under the Agreement (the —**Construction Period**) and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the —**Defect Liability Period**) shall be pre-determined and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term **"Lowest Bidder"** shall mean the bidder who is quoting the lowest BID price.

1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, the Employer shall annul the Bidding Process and invite fresh BIDs.

1.2.8 Other details of the process are to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the MbPA officers /PMC.
Email:
chiefengineer@mumbaiport.gov.in/
ss.saraf@mumbaiport.gov.in /
nallay@zmail.iitm.ac.in

mentioning the title: "Queries / Request for Additional Information: RFP for "**Tender No. E57/2025 - Construction of Marina in Mumbai harbour**".

1.3 Schedule of Bidding Process

The Employer shall endeavor to adhere to the following schedule:

Sl. No	Event Description	Cardinal Dates
1	Invitation to the RFP (NIT)	**25.08.2025**
2	Start date of downloading tender document	**26.08.2025**
3	Last date for receiving queries	**12.09.2025**
4	Pre-BID meeting	**09.09.2025 @15.30 Hrs**
5	Employer response to queries latest by	**29.09.2025**
6	BID Due Date	**15.10.2025**
7	Physical Submission of Bid Security/Document etc.	**On or before 15.10.2025 up to 1500 hrs**
8	Opening of Technical BIDs	**16.10.2025 at 1500 hrs**

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1. No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.1.2. Blank

2.1.3. Detailed design for the Marina at Mumbai Harbour has been carried out by the Employer. Layout drawings, General arrangement drawings (GADs) for the Marina are issued for the purpose of tendering. These tender drawings will be revised incorporating changes envisaged during tendering process and shall be issued as Good for Construction (GFC) drawings only to the successful bidder. In addition to the above drawings, additional drawings, sketches, and instructions will be issued to the contractor during construction as and when required.

2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.1.5. The BID shall be furnished in the format exactly as per Appendix-I i.e. Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder‘s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6. The Bidder shall deposit a BID Security of **Rs. 6.98 Crore (Rupees Six Crore Ninety-Eight Lakhs Only)** in accordance with the provisions of this RFP. The Bidder has to provide the BID Security in the form of a Bank Guarantee acceptable to the Employer, as per format at Appendix-II. The bidders shall pay Rs**. 21,000 (Rupees Twenty One Thousand only**) towards tender fee. The payment of the 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 purposes, the receipt generated as PDF file of Tender Fee shall be uploaded by the tenderer on CPP Portal under relevant option as 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.

2.1.7. The validity period of the Bank Guarantee shall not be less than 240 (Two Hundred and Forty) days from the BID Due Date, inclusive of a claim period of 60 (Sixty) days and may be extended as may be mutually agreed between the Employer and the Bidder. The BID shall be summarily rejected if it is not accompanied by the BID Security. The BID Security shall be refundable no later than 210 (Two Hundred and Ten) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement. In case the due date of the submission of bids is extended by the Port, and the Bidder has already taken the Bank guarantee towards Bid Security based on the original due date of submission, then the Bidder need not extend the Bank guarantee suiting the revised Bid Due date and the Original Bank guarantee will be acceptable. **Note: In case of subsequent extension of Bid Due date, no re- submission of BG with revised validity will be required.**

2.1.8. The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the BID to commit the Bidder.

2.1.9. In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV. In case the Bidder is a Joint Venture, Joint Bidding Agreement in the format at Appendix V shall be submitted by the bidder.

2.1.10. Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

2.1.11. The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.

2.1.12. The documents including this RFP and all attached documents, provided by the Employer are and shall remain or become the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of the BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the Employer will not return to the Bidders any BID, document or any information provided along therewith.

2.1.13. This RFP is not transferable.

2.1.14. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and fulfilling the criterion mentioned in clause 2.2.

2.1.15. In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

a) The number of members in a Joint Venture shall not exceed 3 (Three);

b) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;

c) Members of the Joint Venture shall nominate one member as the lead member (the —Lead Member). Lead Member shall meet at least 50% requirement of Bid Capacity, Technical and Financial Capacity, required as per Clause 2.2.2.1, 2.2.2.2 & 2.2.2.3. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other Members of the Joint Venture. Other Member(s) shall meet at least 25% requirement of Bid Capacity, Technical and Financial Capacity required as per Clause 2.2.2.1**,** 2.2.2.2 & 2.2.2.3 and the JV as a whole shall cumulatively/collectively fulfill the 100% requirement;

d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

e) An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;

f) Blank

g) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the ―Jt. Bidding Agreement), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:

   i. convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;

   ii. commit the approximate share of work to be undertaken by each member;

   iii. include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the ―Defects Liability Period) is achieved in accordance with the EPC Contract; and

h) Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

i) The joint venture will be allowed only for the purpose of fulfilling the conditions as per clause 2.2.2.2

2.1.16. Blank

2.1.17. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year in India i.e. 1st April of calendar year to March 31st of next calendar year.

2.1.18. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Application, would not be eligible to submit a Bid either by individually or as member of a Joint Venture.

2.1.19. The Bidder including individual or any of its Joint Venture Member should, in the last 2 (two) years, have neither failed to perform for the works of Central Government, any State Government, a statutory authority or a public sector undertaking as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Central Government, any State Government, a statutory authority or a public sector undertaking for breach by such Bidder including individual or any of its Joint Venture Member.

2.1.19.1 The Bidder including individual or any of its Joint Venture Member may provide details of all their on-going projects along with updated stage of litigation, if so, against the Employer / Governments.

2.1.19.2 The Bidder including individual or any of its Joint Venture Member may also provide details of the updated on-going process of blacklisting if so, under any contract with Employer / Government.

2.1.19.3 The Employer reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Employer in this case shall be final.

2.2 Eligibility and qualification requirements of Bidder

2.2.1. For determining the eligibility of Bidder the following shall apply:

a) The Bidder may be a single entity or a group of entities (the **"Joint Venture"**), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture.

b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.15 above.

c) A Bidder shall not have a conflict of interest **(the "Conflict of Interest")** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidders,, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be) in the other Bidder its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the —**Subject Person**‖) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person

in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder its Member or any of its Joint Venture Member thereof; or

iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v. such Bidder or any of its Joint Venture Member thereof has a relationship with another Bidder or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or

vi. Such Bidder or any of its Joint Venture Member thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.

d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LA or (ii) execution of the Agreement.

In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LA or the Agreement and without Prejudice to any other right or remedy or the Employer, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Employer may have there under or otherwise, the LA or the Agreement, as the case may be, shall be liable to be terminated without the Employer being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such an adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2. Qualification requirements of Bidders:

2.2.2.1. **BID Capacity**

Bidders who interlaid meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:

Assessed Available BID capacity = (A*M*N – B),

Where

N = Number of years (30 months = 2.5 years) prescribed for completion of work for which Bid is invited.

M = Multiplier factor (usually 1.5)

A = Maximum value of projects/works executed in any one year during the last seven years (the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid submission) taking into account the completed as well as works in progress. The project includes turnkey project/ Item rate contract/ Construction works.

B = Value (the value of work executed shall be brought to current costing level by enhancing the actual value of work at **simple rate of seven percent per annum**, calculated from the date of completion to the date of bid submission) of existing commitments, including works for which work order is issued and on-going works to be completed during the period of completion of the works for which BID is invited.

Note: The Statement showing the value of all existing commitments, works for which work order is issued and ongoing works as well as the stipulated period of completion of remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Chief Engineer or equivalent in respect of private entities and verified by Statutory Auditor.

2.2.2.2. **Technical Capacity**

For the purpose of this RFP, the bidder shall satisfy technical capacity specified herein.

A. Minimum Annual Construction Experience:

The bidder shall have achieved minimum annual value of construction of Similar works done amounting to Rs. 247.20 crores including GST in any one of the years during last seven years ending 31.07.2025.

(Information to be submitted in Appendix 1A-Annex-IVA)

B. Minimum Similar Works

Bidder should have successfully completed or substantially completed Similar Works during the last seven years ending 31.07.2025.
(Information to be submitted in Appendix 1A-Annex-IVB)

(i) Three similar completed works, EACH work of not less than an amount of Rs. 164.81 Crores including GST

or

(ii) Two similar completed works, EACH work of not less than an amount of Rs. 206.00 Crores including GST

or

(iii) One similar completed work of not less than an amount of Rs. 329.61 Crores including GST

C. Minimum Annual Production in Marine Piling Work

The applicant should also have executed the minimum combined annual production value (from Similar works) in Marine Piling work (bored cast-in-situ concrete piles with liner) equivalent to 440 number of 1000mm diameter pile in any one of the years in the last seven years ending 31.07.2025. The calculation of equivalent number of 1000mm diameter piles will be made using linear extrapolation for larger / smaller diameter piles executed by the bidder. For the sake of clarity, for 1200mm piles executed by the bidder, a factor 1.20 will be used to derive equivalent 1000mm piles and for 800mm piles, a factor of 0.80 will be used to derive equivalent 1000mm piles. However, no consideration will be given to different pile depths.

(Information to be submitted in Appendix 1A-Annex-IVC)

For A, B & C above Similar works means:

a) Marine civil construction with piling works

and

b) At least one work of construction and/or Design, and/or operation of marina of minimum capacity - 100 yachts.

In case the bidder does not have the experience as at b) above, the bidder shall have associated with the company who has executed the Marina of minimum 100 yachts capacity, or who has constructed such marina either as a part of JV or subcontractor/consultant.

NOTES:

a) WORKS CARRIED OUT IN INTERTIDAL ZONES WILL NOT BE CONSIDERED
b) For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement.
c) Substantial completion shall be based on 80 (eighty) per cent (value-wise) or more works completed under the contract. Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'
d) For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid submission.

2.2.2.3. **Financial Capacity**

(i) The Bidder shall have a minimum Net Worth of 20% of EPC (the **"Financial Capacity"**) of **Rs. 82.40 Crore (Rupees Eighty-Two Crores Forty Lakhs Only** at the close of the preceding financial year.

(ii) The Bidder shall have a minimum Average Annual Turnover of 30% of EPC of **Rs. 123.60 Crore (Rupees One Hundred and Twenty Three Crores and Sixty Lakhs only)** for the last 3 (three) financial years.

(iii) **Net Cash Accrual:**

Net Cash Accruals of Bidder should be positive in at least 3 years of the last 5 financial years.

Net Cash Accruals shall mean Profit after Tax + Depreciation.

2.2.2.4. **Blank**

2.2.2.5. **Blank**

2.2.2.6. **Blank**

2.2.2.7. Submission in support of Technical Capacity

(All the supporting documents shall be countersigned either by Statutory Auditor or Notarized)

(i) The Bidder should furnish the details of Eligible Experience for the last 7 (seven) financial years immediately preceding the Bid Due Date.

(ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at **Annex-II of Appendix-IA**.

(iii) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at **Annex-IV A, B & C of Appendix-IA**.

2.2.2.8. Submission in support of Financial Capacity

(i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 7 (seven) financial years, preceding the year in which the bid is submitted.

(ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 7 (seven) years preceding the year for which the Audited Annual Report is not being provided.

(iii) The Bidder must establish the minimum Net Worth specified in Clause 2.2.2.3, and provide details as per format at **Annex-III of Appendix-IA**.

2.2.2.9. The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors[1$] or the concerned client(s) stating the payments received in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received for the share of work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.2.9 (ii). For the purposes of this RFP, net worth (the **"Net Worth"**) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

(iii) The certificate of the Statutory Auditor specifying Net Cash Accruals for the last 7 financial years need to be submitted. For the Purpose of RFP, Net Cash Accrual shall mean "Net Profit plus Depreciation".

[1$]In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.2.9 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP

2.3. Proprietary data

All documents and other information supplied by the Employer or submitted by a Bidder to the Employer shall remain or become the property of the Employer. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. **The intending bidder must email/upload the scanned copy of Non-Disclosure Agreement (NDA) (duly signed by the authorized representative of firm) through e-tendering portal of MbPA for obtaining soft copy of relevant technical document/Drawings**. **The format for NDA is attached to Appendix VII.** The intending bidder should submit hard copy of non-disclosure agreement duly signed by authorized representative of the firm on and before due date and time. The Employer will not return any Bid, or any information provided therewith.

2.4. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to familiarize themselves with the project by making a site visit. The site visits shall be made by the bidder one week before the pre-bid meeting **subject to submission of duly signed NDA**.

2.5.2. It shall be deemed that by submitting a BID, the Bidder has:

i. made a complete and careful examination of the Bidding Documents, Schedules annexed to Draft agreement Document;

ii. received all relevant information requested from the Employer;

iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.

iv. Satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Agreement by the Contractor;

vi. acknowledged that it does not have a Conflict of Interest; and

vii. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3. The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Employer.

2.6. Verification and Disqualification

2.6.1. The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Employer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

2.6.2. The Employer reserves the right to reject any BID and appropriate the BID Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Employer reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LA or entering into of the Agreement, and if the Selected Bidder has already been issued the LA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Selected Bidder or the Contractor, as the case may be, without the Employer being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Employer shall be entitled to forfeit and appropriate BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and / or the Agreement, or otherwise.

2.6.4. Even If a bidder meets the eligibility criteria and Pre-Qualification Criteria, the bidder shall be subject to disqualification if bidder or any member of the constituent partners of a JV is found to have:

a) Made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements: and/ or
b) Records of poor performance during the last five years as on date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of any of the constituents, or financial failure due to

bankruptcy, and so on. The recission of a contract of JV venture on account of reasons other than no-performance, such as most experienced partner (Lead Member) of JV pulling out.

c) On account of currency of debarment by any Government agency

B. DOCUMENTS

2.7. Contents of the RFP

2.7.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.9.

PART –I REQUEST FOR PROPOSAL

Invitation to BIDs

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of BIDs
Section 4. Fraud and Corrupt Practices
Section 5. Pre-BID Conference
Section 6. Miscellaneous

Appendix

IA. Letter comprising the Technical BID including Annexure I to VII
IB. Letter comprising the Financial BID
II. Bank Guarantee for BID Security
III. Power of Attorney for signing of BID
IV. Power of Attorney for Lead Member of Joint Venture
V. Joint Bidding Agreement for Joint Venture
VI. Integrity Pact Format
VII Non-Disclosure Agreement

PART –II DRAFT AGREEMENT

Draft Agreement Document with schedules

PART – III TECHNICAL DOCUMENTS

Vol. I - Technical Specifications
Vol. II - Tender Drawings
Vol. III - Geotechnical Report

2.7.2. The draft Agreement and the Technical documents provided by the Employer as part of the BID Documents shall be deemed to be part of this RFP.

2.8. Clarifications

2.8.1. Bidders requiring any clarification on the RFP may notify the Employer in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Employer shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. The Employer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and the same will be uploaded in http://www.eprocure.gov.in/eprocure/app.

2.8.2. The Employer shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

2.8.3. The Employer may also, on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

2.9. Amendment of RFP

2.9.1. At any time prior to the BID Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2. Any Addendum issued hereunder will be uploaded on the e-procurement portal http://www.eprocure.gov.in/eprocure/app.

2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of BID

2.10.1. The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, instruments towards payment of cost of Bid document, Power of Attorney, Non-disclosure agreement, and Integrity pact are received in hard copies.

2.10.2. The BID shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initialed by the person(s) signing the BID.

2.11. Documents comprising Technical and Financial BID

2.11.1. The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal http://www.eprocure.gov.in/eprocure/app/ or link from MbPA official website http://www.mumbaiport.gov.in comprising of the following documents along with supporting documents as appropriate:

Technical Bid

(a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VII and supporting certificates / documents.

(b) Power of Attorney for signing the BID as per the format at Appendix-III;

(c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;

(d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;

(e) BID Security of **Rs. 6.98 Crore (Rupees Six Crore Ninety Eight Lakhs Only)** in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank;

(f) The bidders shall pay Tender Fee of **Rs. 21,000** (Rupees Twenty One Thousand only) as specified in clause no 2.1.6 above.

(g) Bidder shall submit the Integrity Pact (IP) duly signed by Authorised signatory with the RFP Bid & shall be part of the Contract Agreement;

"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.

2. In case of a joint venture, all the partners of the joint venture should sign the IP. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractor."
3. The person signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
4. 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.
5. 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.
6. IP essentially envisages an agreement between prospective vendors / bidder, and Mumbai Port Authority, committing the person / officials of both sides to not to resort to any corrupt practice in any aspect of the contract at any stage. Only those venders / bidders who commit themselves to IP with MbPA, would be consider for evaluation of bid. IP would be implemented through Independent External Monitor (IEM), eminent person appointed by MbPA with approval of Central Vigilance Commission. The IEM would assess independently and objectively, as to whether and what extent the parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidder may raise disputes / complaints if any with the IEM. The IEM would examine complaints received by him and give his recommendations / views to the Chairman of Mumbai Port.

7. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s).

8. Shri Divya Prakash Sinha, IPS (Retd.) and Shri Girraj Prasad Gupta, ICAS (Retd.) have been nominated as Independent External Monitors

(IEMs) for the implementation of Integrity Pact whose address is as under"

Shri Divya Prakash Sinha, IPS (Retd.) 83, Lodi Estate, New Delhi – 110 003 E-mail: dpsinha.ips@gmail.com	Shri Girraj Prasad Gupta, ICAS (Retd.) C-2/29, Tilak Lane, New Delhi – 110 001 E-mail: gpgupta1804@gmail.com

"Note: 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 along with the bid. The successful bidder shall execute Integrity Pact Agreement on stamp paper of appropriate value."

(h) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by MbPA and amendments uploaded, if any; and

(i) The bidder must submit the method statement for piling works based on equipment specified in respective clause above together with the work programme.

Financial Bid

(j) Appendix-IB (Letter comprising the Financial Bid).

The e-form submission shall consist of the Appendix-IB requesting the bidders to fill in ±% on top of the estimated project cost specified in the bid. By submitting the e-form, the bidder agrees to the terms and conditions in Appendix-IB and the entire RFP including its appendices, addenda and corrigenda.

This form shall not be submitted physically in hard copy.

2.11.2. The Bidder shall also submit the following documents physically:

(a) Original Power of Attorney for signing the BID as per format at Appendix-III;

(b) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;

(c) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V;

(d) BID Security of **Rs. 6.98 Crore (Rupees Six Crore Ninety Eight Lakhs Only)** in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;

(e) Proof of payment of tender fee.

(f) Bidder shall submit the Integrity Pact (IP) duly signed by Authorised signatory with the RFP Bid & shall be part of the Contract Agreement; and

(g) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by MbPA and amendments uploaded, if any 2.11.3. The documents listed in clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**BID for the Construction of Marina in Mumbai harbour"** and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope. Note: In absence of any of the above stated documents, the online submitted bid shall be treated as "Invalid Bid" and will be left out of consideration.

2.11.3. The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Tender no. 57/2025** - **BID for the Construction of Marina in Mumbai harbour"** and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right hand top corner of the envelope.

2.11.4. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

DESIGNATION:	**The Chief Engineer**
ADDRESS:	**Mumbai Port Authority** **3rd floor, Port Bhavan** **Shoorji Vallabhdas Marg,** **Ballard Estate, Mumbai -400001**
PHONE NO:	022-66564031

2.11.5. If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6. BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

2.12. BID Due Date

Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement portal http://www.eprocure.gov.in/eprocure/app on or before **1500 hrs on 15.10.2025** Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before **1500 hours on 15.10.2025** at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person/Authorized representative of MbPA specified at Clause 2.11.4.

2.13. Late BIDs

E-procurement portal http://www.eprocure.gov.in/eprocure/app shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the RFP after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14. Procedure for e-tendering

2.14.1. Accessing/ Purchasing of BID documents

2.14.1.1. It is mandatory for all the Bidders to have class-II/III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of MbPA. DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity. The Bidder shall submit documents in support of class III DSC.

2.14.1.2. To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Joint Venture with e-procurement portal http://www.eprocure.gov.in/eprocure/app to have user ID & password which has to be obtained from the e-tendering service provider. Following may kindly be noted:

(a) Registration with an e-procurement portal should be valid at least up to the date of submission of BID.

(b) BIDs can be submitted only during the validity of registration.

2.14.1.3. If the firm / Joint Venture is already registered with e-tendering service provider of MbPA, and the validity of registration is not expired, the firm/ Joint Venture does not require a fresh registration.

2.14.1.4. The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal http://www.eprocure.gov.in/eprocure/app from **25.08.2025 to 15.10.2025 up to 1500 Hrs.**

2.14.1.5. **Blank**.

2.14.2. Preparation & Submission of BIDs:

2.14.2.1. The Bidder may submit his Bid online following the instructions appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on the e-procurement portal of MbPA.

2.14.2.2. The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of BID.

2.14.2.3. Bid must be submitted online only through e-procurement portal http://www.eprocure.gov.in/eprocure/app using the digital signature of authorised representative of the Bidder on or **before 15.10.2025 up to 1500 hours.**

2.14.3. Modifications/ Substitution/ withdrawal of BIDs

2.14.3.1. The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

2.14.3.2. For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

2.15. Online Opening of BIDs

2.15.1. Opening of BIDs will be done through online process.

2.15.2. The MbPA shall on-line open Technical BIDs **on 16.10.2025 at 1500 hours,** in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been physically received. The MbPA will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of RFP.

2.16. Rejection of BIDs

2.16.1. Notwithstanding anything contained in this RFP, the Employer reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. If the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.16.2. The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.17. Validity of BIDs

The BIDs shall be valid for a period of not less than **120** (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Employer.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to, or matters arising out of, or concerning the Bidding Process. The Employer will treat all information submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

2.19. Correspondence with the Bidder

Save and except as provided in this RFP, the Employer shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

However, the Employer would display the result of technical evaluation on the web portal for 7 days including reasons for non- responsiveness, if any**,** and the financial bid will be opened thereafter.

D. BID SECURITY

2.20. BID Security

2.20.1. The Bidder shall furnish as part of its BID, a BID Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crores (Rs. one thousand crore), in favour of the Employer in the format at Appendix-II (the ―Bank Guarantee‖) and having a validity period of not less than 240 (Two hundred Forty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time. Bid security shall be enforceable and encashable at Mumbai. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2. Any BID not accompanied by the BID (Physical and Online Submission) Security shall be summarily rejected by the Employer as non-responsive.

2.20.3. The Selected Bidder‘s BID Security will be returned, without any interest, upon the bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Employer may, at the Selected Bidder‘s option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.20.4. The Employer shall be entitled to forfeit and appropriate BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Employer will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.20.5. The BID Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter-alia, time cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(b) If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Employer;

(c) In the case of Selected Bidder, if it fails within the specified/extended time limit by Employer–

   i. to sign and return the duplicate copy of LA;

   ii. to sign the Agreement; or

   iii. to furnish the Performance Security /Additional Performance Security within the period prescribed thereof in the Agreement; or

(d) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.6. Performance Security

Within 21 (Twenty-one) days of signing of contract agreement, the successful Bidder shall furnish to the Employer Performance Security in accordance with the provisions of the Agreement and in the format given in this RFP.

SECTION-3

3. EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Evaluation of Technical Bids

3.1.1 The Employer shall open the BIDs received physically & online at **1500 hours IST on 16.10.2025**, at the place specified in Clause 2.11.4; and in the presence of the Bidders who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been received physically. The Employer shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.

3.1.2 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.

3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

3.1.4 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

3.1.6 Tests of responsiveness

3.1.6.1 As a first step towards evaluation of Technical BIDs, the Employer shall determine whether each Technical BID is responsive to the requirements of this RFP. A Technical BID shall be considered responsive only if:

a) Technical BID is received online as per the format at Appendix-IA including Annexure I to VII;
b) Documents listed at clause 2.11.2 are received physically;
c) Technical Bid is accompanied by the BID Security as specified in Clause 2.1.6 and 2.1.7;

d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
f) Technical Bid contains all the information (complete in all respects);
g) Technical Bid does not contain any condition or qualification; and
h) Tender fee.

3.1.6.2 The Employer reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such BID.

3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer may reject / correct such claim for the purpose of qualification requirements.

3.1.8 The Employer will get the BID security verified from the issuing Bank/s and after due verification, the Employer will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.

3.1.9 After evaluation of Technical Bids, the Employer will publish a list of technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal. The Employer shall open the online Financial Bids of the qualified bidders only on schedule date and time in the presence of the authorised representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter the Employer shall prepare a record of opening of Financial Bids.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price (excluding GST) shall be declared as the selected Bidder (the **Selected Bidder**).

3.3.2 In the event that two or more Bidders quote the same BID Price (the "**Tie BIDs**"), the Employer shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Lowest Bidder is not selected for any reason, the Employer shall annul the Bidding Process and invite fresh BIDs. In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

3.3.4 After selection, a Letter of Acceptance (the - LA) shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LA, sign and return the duplicate copy of the LA in acknowledgement thereof. In the event the duplicate copy of the LA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LA.

3.3.5 After acknowledgement of the LA as aforesaid by the Selected Bidder, Employer shall execute the Agreement within 30 days. **The stamp duty associated with the registration of the contract agreement as per Maharashtra shall be borne by the contractor.** Stamp duty act The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. Upon submission of performance bond and signing of agreement within 30 days of acceptance by the Employer, Employer may issue Notice to proceed with the work. The Notice to proceed work shall be considered as Appointed Date for all contractual purposes in this tender. Bidders may note that the Employer has applied for the environmental clearance for the project and expects that the clearance is received before the issue of LOA. In case there is delay in receipt of the clearance, the Employer may request the Lowest bidder to extend the validity or the Employer may chose to issue LOA and the contractor shall be allowed to mobilize the equipment but can commence only after receipt of clearance. The contractor shall agree that there shall be no claim on account of such delay.

3.3.6 Employer shall return Bid Security of all bidders except L-1 (lowest) within two weeks from opening of financial bid.

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 Correspondence with Bidder

Save and except as provided in this RFP, the Employer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.6 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.7 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4
4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LA or the Agreement, the Employer may reject a BID, withdraw the LA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.

4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove and the rights and remedies which the Employer may have under the LA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LA or has dealt with matters concerning the Agreement or arising

therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

(ii) save and except as permitted under the Clause 2.2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii)having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5
5. PRE-BID CONFERENCE

5.1 The Pre-bid meeting shall be held on 09.09.2025 at 15:30 in the Mumbai Port Authority Office. The Bidders may send the queries by email on or before 12.09.2025. Queries received after 12.09.2025 will not be entertained. The response may be uploaded in CPP portal on 29.09.2025.

SECTION-6
6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Mumbai** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.5, 2.11 and 3.1.6)

The Chief Engineer
Mumbai Port Authority
3rd floor, Port Bhavan
Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai -400 001 Tel: 022-66564031
E-mail: chiefengineer@mumbaiport.gov.in

Sub: Tender no. 57/2025 - **BID for Construction of Marina in Mumbai harbour**.

Dear Sir,

With reference to your RFP document dated **.../ ... /** , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VII along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Contractor for the construction of the aforesaid Project and rectification of the defects during the Defect Liability Period.

4. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the BID.

5. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last two years, we have neither failed to perform for the works of MbPA, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Central Government or its implementing agencies for breach on our part.

7. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer; and
   (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFP document; and
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
   (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
   (f) I/We have examined the Technical Specifications Vol I, Technical Drawings Vol II and Geo Technical Report Vol III."

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.

9. I/We believe that we /our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we / any Member of the Joint Venture or our/Joint Venture member are not a member of any other bidder submitting a BID for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture members have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.

15. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Employer being liable to us in any manner whatsoever.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

18. I/ We have studied all the Bidding Documents carefully and also visited the project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

19. I/ We offer a BID Security of **Rs. 6.98 Crore (Rupees Six Crore Ninety-Eight Lakhs Only)** to the Employer in accordance with the RFP Document.

20. The BID Security in the form of a Bank Guarantee is attached.

21. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.

22. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.

23. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

25. We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement.

26. I/ We shall keep this offer valid for **120 (one hundred and Twenty) days** from the BID Due Date specified in the RFP.

27. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation)

Place: of the Authorised signatory)

Name & seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it and 'Deleted' may be indicated there

APPENDIX - IB

Letter comprising the Financial BID

(Refer Clauses 2.1.5, 2.11.1 and 3.1.6)

Dated:

The Chief Engineer
Mumbai Port Authority
3rd floor, Port Bhavan
Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai -400 001Tel: 022-66564031
E-mail: chiefengineer@mumbaiport.gov.in

Sub: BID for "**Construction of Marina in Mumbai harbour**" Project

Dear Sir,

With reference to your RFP document dated **../..../ ..** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the BID Due Date specified in the RFP.
7. I/ We hereby submit our BID and offer BID Price....±% of estimated bid price specified in the bid (..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

8. I/ We Acknowledge that the Bid price offered by me/us is inclusive of all applicable taxes under Govt. of India except Goods and Services Tax (GST). I also understand that the financial evaluation will be made on the bid price excluding GST.

Yours faithfully,

Date: (Signature, name and designation of the

Place: Authorised Signatory)

Name & seal of Bidder/Lead Member: .....

Authorised Signatory:.....

ANNEX-I

Details of Bidder

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
   (i) Name:
   (ii) Designation:
   (iii) Address:
   (iv) Phone Number:
   (v) Fax Number:
   (vi) Digital Signature Certificate ID number
   (vii) The following information shall also be provided w.r.t clause 2.1.18.

S. No.	Criteria	Yes/No
1	If the Bidder has been barred by the (Central/State) Government, or any entity controlled by it, from participating in any project (BOT, EPC, ITEM RATE or otherwise), does the bar subsist as on BID due date.	

5. In case of a Joint Venture:
   (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(g) should be attached to the Application.

(c) Information regarding the role of each Member should be provided as per table below:

Sl.No	Name of Member	**Role**[2*] {Refer Clause 2.1.15(d)}[3$]	**Share of work in the Project** {Refer Clauses 2.1.15(a) & (h)}
1			
2			
3			

(d) The following information shall also be provided w.r.t para 2.1.18 for each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

Sl. No.	Criteria	Yes/No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking for the works of MbPA, from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

6. A statement by the Bidder and each of the Members of its Joint Venture (wherever applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the **last 2 years** is given below (Attach extra sheets, if necessary) w.r.t para 2.1.19:

Name of Bidder / member of Joint Venture:

No.	Criteria	1st last year	2nd last year
1.	If bidder have either failed to perform for works of Government or Public Sectors Units or MbPA, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled / terminated by Government or Public Sectors Units or its implementing agencies for breach by such Bidder or any of its Joint Venture Member along-with updated details of ongoing process of litigation / blacklisting.		

[2*]The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV A & B.

[3$]All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

Appendix IA
Annex-II

ANNEX-II

Technical Capacity of the Bidder

(*Refer to Clauses 2.2.2.2 and 2.2.2.7 of the RFP*)

Name of Bidder :

Project Code	**Project Name**	**Project Value**	**Period**	**Date of completion**	**Total number & diameter of Bored cast-in-situ Concrete Piles**
(1)	(2)	(3)	(4)	(5)	(6)
a					
b					
c					
d					
e					
f					
...					
...					

Qualification sought : 2.2.2.2(B)

Bidder shall provide details in this space.

NOTE:

(i) Details of projects shall be furnished in the format given in Annexure IVA, B & C.

(ii) The Annexure-II shall be certified by the Statutory Auditor with UDIN number of the Auditor.

ANNEX-III

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2.3, 2.2.2.9(i), 2.2.2.8(iii) of the RFP*)

(In Rs. Crores)

Bidder type	**Annual turnover (last 3 (three) years)**			**Net Worth£**
Single entity Bidder or Lead Member including other members of the Joint Venture	**Year 1**	**Year 2**	**Year 3**	**Year 1**

Bidder type	**Net cash Accruals (Last 5 (five) financial years)**				
Single entity Bidder or Lead Member including other members of the Joint Venture	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**

Name & address of Bidder's Bankers:

£The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the Bidder;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth (the ―Net worth‖) shall means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.
5. In the case of a Joint Venture, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.15 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the RFP document.
8. **All financial certification by the Statutory Auditor shall be submitted with UDIN number.**

ANNEX - IVA

Minimum Annual Construction experience

(*Refer to Clauses 2.2.2.2 (A) of the RFP*)

Name of the bidder:
Project Code: (Refer to Annex II)

Project Code	Name of the Project	**Value of Construction Experience of Similar works (Rs. Crore)**						
		01.08.2018 - 31.07.2019	01.08.2019 - 31.07.2020	01.08.2020 - 31.07.2021	01.08.2021 - 31.07.2022	01.08.2022 - 31.07.2023	01.08.2023 - 31.07.2024	01.08.2024 - 31.07.2025
a								
b								
c								
d								
-								
-								
Total								

Qualification sought: 2.2.2.2(A)

NOTE:

(i) The Annexure IVA shall be certified by the Statutory Auditor with UDIN number of the Auditor.

ANNEX - IVB

Details of similar works

(*Refer to Clauses 2.2.2.2(B) of the RFP*)

Name of the bidder:

Project Code: (Refer to Annex II) (like a, b, c ...)

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was constructed	
Location	
Project cost*	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Total number & diameter of marine bored cast-in-situ concrete piles executed in this project	
Equity shareholding (with period during which equity was held)	

*Cost of free supplied material by client shall not be included as project cost.

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. A separate sheet should be filled for each Similar work (ex. a, b, c ....).
3. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
4. Certificates from the respective clients must be furnished as per formats above for each Eligible Project. The certificate should be issued by competent authority of the organization not below the rank of Chief Engineer (Chief General Manager in case of ports that do not have Chief Engineer) for the government organizations' and not below the rank of managing director/Director for the private organizations' and counter signed by bidder's statutory auditor. In case, statutory auditor is not signing the certificate, a separate certificate from bidder's statutory auditor shall be furnished for amount received for the eligible project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
5. Payment received in respect of eligible projects shall be authenticated by submission of TDS certificates (Form 26AS).

ANNEX - IVC

Minimum Annual Production value of Marine Piling Works

(*Refer to Clauses 2.2.2.2 (C) of the RFP*)

Name of the bidder :

Project Code: (Refer to Annex II)

Project Code	Name of the Project	**Value of Marine Piling Works (Nos of 1000mm diameter piles) (see note (ii) below)**						
		01.08.2018 - 31.07.2019	01.08.2019 - 31.07.2020	01.08.2020 - 31.07.2021	01.08.2021 - 31.07.2022	01.08.2022 - 31.07.2023	01.08.2023 - 31.07.2024	01.08.2024 - 31.07.2025
a								
b								
c								
d								
-								
-								
Total								

Qualification sought: 2.2.2.2(C)

NOTE:

i. Annexure IVC shall be certified by the Statutory Auditor.
ii. The equivalent number of 1000mm diameter piles shall be calculated and certified by the Statutory Auditor. The calculation of equivalent number of 1000mm diameter piles will be made using linear extrapolation for larger / smaller diameter piles. For the sake of clarity, for 1200mm piles executed by the bidder, a factor 1.20 will be used to derive equivalent 1000mm piles and for 800mm piles, a factor of 0.80 will be used to derive equivalent 1000mm piles. However, no consideration will be given to different pile depths.

Appendix IA
Annex-V

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant / Lead Member of Joint Venture)

Date:

To,
The Chief Engineer
Mumbai Port Authority
3rd floor, Port Bhavan
Shoorji Vallabhdas Marg,
Ballard Estate, Mumbai -400 001Tel: 022-66564031
E-mail: chiefengineer@mumbaiport.gov.in

Dear Sir,

We hereby confirm that we / our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our Joint Venture.*

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

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEX-VI

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of "A"

1. A table containing value of Civil Engineering Works in respect to Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 7 financial years is as follows:

Sl. No.	F.Y Year / Calendar year	Value of civil engineering project works undertaken (Rs. In Crores)
1	2024-25/2025	
2	2023-24/2024	
3	2022-23/2023	
4	2021-22/2022	
5	2020-21/2021	
6	2019-20/2020	
7	2018-19/2019	

Updation of price level: The value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid submission

2. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 7 financial years and value thereof is Rs._____Crores (Rupees_____) and the value updated to the price level of present price level Rs._____Crores.

…… …… Name of the Statutory Auditor's firm: Authorised Seal of the audit firm: (Signature, name and designation and Membership No. of *of* authorised signatory)	…… …… Signature, name and designation of Signatory For and on behalf of ……(*Name the* Bidder)

To calculate the value of –B

A table containing value of all the existing commitments and on-going works to be completed during the next 30 months is as follows:

Sl. No.	Name of Project/Work	Percentage of participation of Bidder in the project	Date of start / appointed date of project	Construction period as per Agreement /work order	Value of contract as per Agreement /work order [4β]	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2024-25/2025 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8=(6-7)	9	10(3x8)

Updation of price level: The value of work executed shall be brought to current costing level by enhancing the actual value of work at **simple rate of seven percent per annum**, calculated from the date of completion to the date of bid submission

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified and the certificate should be issued by competent authority of the organization not below the rank of Chief Engineer for the government organizations and not below the rank of managing director for the private organizations. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s……individually / and other member M/s …….. and M/s ……, as on bid due date of this RFP.

…… …… Signature, name and designation of Authorised Signatory For and on behalf of …… *(Name of the Bidder)* Date: Place:	…… …… Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory with UDIN number)

[4®]In case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/work order to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

Appendix - IA
Annexure-VI A

Format for information to be furnished by Technically Responsive Bidder regarding updated Bid Capacity as on bid submission date:

1. Name of instant project: -
2. Name of the Technically Responsive Bidder: -
3. Details of lowest/accepted bid price declared in favour of the Technically Responsive Bidder in any other project as on bid submission date.

Sl. no	Name of Work	Details and contact nos, email of Bid inviting authority	Lowest bid price as per financial bid opening (Rs. In lakhs)	Date & time when Financial bid was opened	Date of work order incase issued	Remarks, if any
1						
2						

I/ We hereby confirm that the information furnished above are latest and true to the best of my/our knowledge. We/I undertake to bear consequences as per provision of RFP in case of any above mentioned is found to be incorrect.

Authorised Signatory

.....

Name: ....

Place:..... Date:. .....
Note: Please enclose separate details for the Joint Venture Partner(s), if any

APPENDIX-IA
Annexure VII

Guidelines of the Department of Disinvestment

(Refer Clause1.2.1)

No. 6/4/2001-DD-II

Government of India Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th JULY 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

APPENDIX - II

Bank Guarantee for BID Security

(Refer Clauses 2.1.6 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Board of Mumbai Port Authority, having its office at Port Bhavan, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai-400 001, (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (hereinafter referred to as the ―Bidder which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project "**Tender No. E57/2025 - Construction of Marina in Mumbai harbour**" on item rate (percentage mode) basis (hereinafter referred to as ―the Project‖) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as ―Bidding Documents‖), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the ―Bank‖), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the **The Board of Mumbai Port Authority and payable at Mumbai** on behalf of Employer an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as

regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** **(Rupees *** ** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two Hundred and Forty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank‘s liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 240 days after the BID Due Date).
14. This guarantee shall also be operable at our…….. Branch at Mumbai, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. Bank Account detail of Employer is given below.
    STATE BANK OF INDIA,
    MAIN BRANCH,
    Horniman CIRCLE
    A/C. NO. 1099 668 5430
    IFSC : SBIN 0000300

Signed and Delivered by …… Bank
By the hand of Mr./Ms ……, its …… and authorised official.

(Signature of the Authorised Signatory)
(Official-Seal)

APPENDIX-III

Format for Power of Attorney for signing of BID

(Refer Clause 2.1.8)

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

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), ... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the ―Attorney) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project "**Tender No. E57/2025 - Construction of Marina in Mumbai harbour**" on EPC basis (hereinafter referred to as ―the Project‖) by MBPT (the ―Employer) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Contract with the Employer.

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

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

For .....

(Signature, name, designation and address)

of person authorized by Board Resolution

(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:……

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV

Format for Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.1.9)

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

Whereas the Mumbai Port Authority ("the Employer") has invited BIDs for the ***** Project (the "Project").

Whereas ……, ……, and …… (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, …… having our registered office at ……., M/s. ….. having our registered office at …, M/s. … having our registered office at ….., and ….. having our registered office at ……, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ……. having its registered office at ……., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the ―Attorney‖). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Contract is entered into with the Employer & Compelled.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For	For	For .....
(Signature)	(Signature)	(Signature)
.....	.....	.....
(Name & Title)	(Name & Title)	(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
  For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX V

Format for Joint Bidding Agreement for Joint Venture

(Refer Clause 2.1.9 & 2.1.15(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… Limited, and having its registered office at …… } (hereinafter referred to as the —**First Part** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, having its registered office at …… }and (hereinafter referred to as the —**Second Part**‖ which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…… Limited, and having its registered office at ……} (hereinafter referred to as the —**Third Part** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**

WHEREAS,

(A) The Board of Mumbai Port Authority (MbPA), Mumbai (hereinafter referred to as the **Employer** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Request for Proposal No. …… dated ……(the —**RFP**) for award of contract for rehabilitation and augmentation of***** Project (the —**Project**) through an EPC Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the ―**Joint Venture**‖) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Employer for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Contract;
(b) Party of the Second Part shall be {the Member of the Joint Venture; and}
(b) Party of the Third Part shall be {the Member of the Joint Venture.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows:

First Party:
Second Party:
{Third Party:}.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

  (i) require any consent or approval not already obtained;

  (ii) violate any Applicable Law presently in effect and having applicability to it;

  (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

  (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

  (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the —Defects Liability Period) is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.SIGNED,

For and on Behalf of:

Lead Member by:	SECOND PART	THIRD PART
(Signature)	(Signature)	(Signature)
(Name)	(Name)	(Name)
(Designation)	(Designation)	(Designation)
Address	Address	Address

In the presence of"

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI
INTEGRITY PACT FORMAT

INTEGRITY PACT
BETWEEN
MUMBAI PORT AUTHORITY (MbPA) 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.57/2025 - Construction of Marina in Mumbai harbour.** 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 into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
c. The Bidder(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.
   The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
   The Principal will disqualify from the tender process all Bidders, who do not sign this pact or violate its provisions.

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

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

Section-8 Independent External Monitor / Monitors

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

2. The Monitor is not subject to instructions by the representative of the

parties and performs his functions neutrally and independently. He reports to the Chairman, MbPA.

3. The Bidder(s)/Contractor(s) accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

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

7. Monitor shall entitle to compensation on the same terms as being extended to / provided to Independent Directors on the MbPA Board.

8. If the Monitor has reported to Chairman, MbPA, a substantiate suspension of an offence, under relevant IPC/PC Act, and the Chairman, MbPA has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and Plural.

The role and duties of IEM are defined as below.

a) The IEMs would have access to all contract documents, whenever required.
b) It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organisation on a quarterly basis including an annual meeting to discuss review the information on tenders awarded during the previous quarter. Additional sittings however, can be held as per requirement.

c) The IEMs would examine all complaints received by them and give their recommendations views to the Chief Executive of the organization at the earliest. They may also send their report directly to the CVO and the Commission. In case of suspicion of serious irregularities requiring legal/ administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
d) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process. The matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the management.
e) IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging malafide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.
f) The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
g) Issues like warranty, guarantee etc. should be outside the purview of IEMs.
h) All IEMs should sign non-disclosure agreements with the organization in which they are appointed. They would also be required to sign a declaration of absence of conflict of interest.
i) A person acting as an IEM shall not be debarred from taking up other assignments such as constancy with other organisations or agencies subject to his declaring that his/her additional assignments does not involve any conflict of interest with existing assignment. In case of any conflict of interest arising at a later date from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse himself/herself from that case.
j) All organizations may provide secretarial assistance to IEM for rendering his/her job as IEM.
k) In case of any misconduct by an IEM, the CMD/CEO should it to the notice of the Commission detailing the specific misconduct for appropriate action at the Commission's end.
l) The role of the CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a compliant is received by him/her or directed to him/her by the Commission.

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, MbPA.

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.
- In case of a joint venture, all the partners of the joint venture should sign the integrity pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by sub-contractor(s).
- 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.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

Chief Engineer	.....
Mumbai Port Authority	.....
(For & On behalf of the Principal)	(For & On behalf of the Bidder)
(Office Seal)	(Office Seal)
Place Mumbai	Place_____
Date 23.08.2025	Date_____
Witness:	Witness:
(S. S. SARAF)	
Dy. Chief Engineer (PPP)	(Name & Address):
Mumbai Port Authority	{Countersigned and accepted by:JV Partner}

Annexure A of Appendix VI

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 Valid Authorized Dealership Certificate from the Foreign Principal/O.E.M. should be submitted by the Indian Agent/Dealer and such firm's name shall be added to the Approved List of O.E.M. and Authorized Dealers.

2.0 Registered address of the foreign principal and their Indian Agent should appear in the Authorized Dealership Certificate.

(i) The tenderer shall submit an undertaking along with their tender offer that they have not made any payment or illegal gratification to any person/authority connected with the tender process so as to influence the tender process and have not committed any offense under the Prevention of Corruption Act in connection with the tender.

(ii) The tenderer shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the tender.

2.1 MbPA standard payment terms are as per mutually agreed INCO terms. Agency Commission: MbPA does not agree to pay any agency commission either in Indian or in Foreign Currency.

2.2 Failure to furnish correct and detailed information as called for in paragraph 2.0 above may render the concerned tenderer's offer liable for rejection OR in the event of a contract materializing, the same may be liable for termination by MbPA. Besides, a penalty of payment of a named sum OR banning business dealings with MbPA may be levied.

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Annexure B of Appendix VI

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

Sr. No.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of banning / suspension
5.	Suspension of business dealings
6.	Ground on which banning of business dealing can be initiated
7.	Banning of business dealings
8.	Removal from list of approved agencies – Suppliers/ contractors etc.
9.	Procedure for issuing Show cause notice
10.	Appeal against the decision of Competent Authority
11.	Review of the decision by the competent authority.
12.	Circulation of the names of agencies with whom business dealings have been banned.

1. Introduction

1.1. The Board of Mumbai Port Authority (The Board / MbPA), incorporated by The Major Port Authorities Act, 2021, as amended by Major Port Authority Amendment) Act, 1974 and is an authority within the meaning of article 12 of Constitution of India. MbPA has also to safeguard its commercial interests, MbPA deals with agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MbPA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MbPA to observe principles of natural justice before banning the business dealings with any Agency.

1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1. The General Condition of Contract (GCC) of MbPA generally provide that MbPA reserves the rights to remove from list of approved suppliers/ 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 MbPA to take action / decision under these guidelines in appropriate cases.

2.4. The procedure of (i) Removal of Agency from the List of approved suppliers / 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 MbPA.

2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its prior / inadequate performances or for any other reason.

2.7. The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires

(i) Party/ 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 MbPA Banning

The Head of the Department shall be "Competent Authority" for the purpose of these guidelines. Chairman, MbPA shall be 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported material.

b) For banning of business dealings with Foreign Suppliers of imported material, MbPA's HOD Committee (MHC) shall be the 'Competent Authority'. The Appeal against the Order passed by MHC shall lie with Chairman as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Chairman as Second Appellate Authority.

d) MbPA Board shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

(iv) 'Investigating Department' shall mean any Department Investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

(v) List of approved Agencies – Parties / 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 MbPA is under investigation by any department (except Foreign Supplier of imported material), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealings with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. It is decided that inter-connected Agencies would also come within the ambit of the order of suspension; the some should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and the 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 dealings may be held with the Agency.

5.3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regards to the circumstances of the case, decided otherwise.

5.4. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MbPA, as a whole, to deal with such an Agency pending investigation, the competent Authority may send his

Recommendations to Chief Vigilance Officer (CVO), MbPA Head of Department (HOD) along with the material available. If HOD considers that depending upon the gravity of the misconduct, it would not be desirable to have any dealings with the Agency concerned an order suspending business dealing may be issued by the Competent Authority, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5. For suspension of business dealing with foreign suppliers of imported material, following shall the procedure.

i. Suspension of the foreign suppliers shall apply throughout MbPA.
ii. Based on the complaint forwarded or received directly by Vigilance Department, if Gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of MbPA to continue to deal with such Agency pending investigations. Vigilance Dept. may send such recommendation on the matter to HOD to place before MHC consisting of the following:

    1. Head of Finance Department.
    2. Head of Executing Department.
    3. Head of User Department.
    4. Head of Legal Department.

    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 MbPA, during the last five years.

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

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

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

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

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

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

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

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

6.11. Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to MbPA or even otherwise.

6.12. Establishment of the litigant nature of the Agency to derive under benefit.

6.13. Continued poor performance of the Agency in several contracts.

6.14. It the Agency missuses the premises of facilities of MbPA forcefully occupies tampers or damages the properties including land, water resources forests/ trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings.

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

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

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

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

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

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

i) To study the report of the investigating Agency and decide it a prima-facie case for MbPA-wide / Local unit, wise banning exists, if not, send back the case to the Competent Authority.
ii) To recommend for issue of show cause notice to the Agency by the concerned department.
iii) To examine the reply to show cause notice and call the Agency for personal hearing if required.
iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4. If the Competent Authority is prime-facie of view that action for banning business dealings with the Agency is called for, a show cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5. Procedure for Banning of Business Dealings with Foreign supplier of imported material.

i) Banning of the agencies shall apply throughout the MbPA including subsidiaries.
ii) Based on the complaint forwarded by HOD or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department. After investigation depending upon the gravity of the misconduct Vigilance Department may send their report to HOD to be placed before MHC consisting of the following: -(i) Head of Finance Department.
(ii) Head of Executing Department.
(iii) Head of User Department.
(iv) Head of Legal Department.

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

iii) If MHC opinion that it is a fit case for initiating banning action, it will direct HOD to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by HOD to MHC for consideration & decision.

v) The decision of the MHC shall be communicated to the agency by HOD.

8. Removal from List of Approved Agencies- Suppliers/ 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 MbPA, necessary facility for inspection of documents may be provided.

9.3. The Competent Authority may consider and pass an appropriate speaking order.

a) For exonerating the Agency if the charges are not established.
b) For removing the Agency from the list of approved Suppliers/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 field by the Agency concerning the review of the banning order passed originally by HOD under the existing guidelines either before or after filling of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the HOD upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

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

12.1. Depending upon gravity of misconduct established, the Competent Authority of the corporate office, may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2. If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with the copy of the order of the Competent Authority/ Appellate Authority may be supplied.

12.3. If Business dealings with any Agency have been banned by the Central of State Government of any other Public Sector Enterprises, MbPA may without any further enquiry or investigation issue an order banning dealing with the Agencies and its interconnected Agencies.

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APPENDIX VII
NON - DISCLOSURE AGREEMENT

This Agreement made on this _____ day of _____,_____ (the 'Effective Date')
BETWEEN: (1) "Employer" means Board of Mumbai Port Authority, a body corporate under the Major Port Act, 2022, issued by Government of India (as amended) acting through its Chairman, Deputy Chairman or the Chief Engineer (Civil Engineering Department) or any other officers so nominated by the Board.
AND
(2)
_____
_____
_____
(hereinafter referred to, individually, as the "Party" and collectively, as the "Parties")

Background:

i. The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the "**Construction of Marina in Mumbai harbour.** (the 'Project').

ii. The Parties may, in these evaluations, discussions and negotiations, disclose information to each other that is technically and /or commercially confidential.

iii. The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and, on the terms, and conditions of this Agreement.

Now it is agreed as follows:

1.0 Definitions:

In this Contract the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 **'Disclosing Party'** means the Party disclosing Confidential Information to the other Party under this Agreement.

1.2 **'Receiving Party'** means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 **'Confidential Information'** means any information, which shall include but is not limited to, design, construction, Drawings, equipment documentation, specifications, raw materials, concepts and any other technical and/or commercial information and shall carry out all or any instructions given by the MbPA, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 Information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

1.3.1.2 Information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 Information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or

1.3.1.4 Notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

1.3.2.1. is, at the time of disclosure, publicly known; or

1.3.2.2. becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Contract of or by the Receiving Party; or

1.3.2.3. the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4. is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5. the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this agreement and without access to the Confidential Information.

1.4 'Purpose' means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the Background section.

1.5 'Affiliate' means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

1.6 'Contemplated Contract' means any future legally binding agreement between the Parties in respect of the Project envisaged under this agreement.

2.0 Non-Disclosure of Confidential Information:

2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.

2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:

2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and

2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees or sub-

contractors employed by receiving party) or entities to whom the Receiving Party under this agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:

2.3.1. Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge.

2.3.2. A combination of two or more parts of Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this agreement .The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body

having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

5.1 The Receiving Party shall not be entitled to copy of drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Contract shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7.0 Term and Termination:

7.1 This Agreement shall become effective on the Effective Date of signing of this contract. The provisions of this Contract shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement shall remain in force for **five (5) years** from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of **five (5) years** from the date of disclosure of Confidential Information.

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Contracts:

Nothing in this Agreement shall obligate either Party to enter into any further Contracts.

10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law:

The receiving party is bound by the Official Secrets Act 1923 and, in its connection, any other statutory Act/ Law/ Amendment in force and the information given is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therein. The receiving party shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this Contract are fully aware of the provisions of the Official Secrets Act 1923/ Law/ Amendment in force and have undertaken to comply with the same.

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this Agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Mumbai.

13.0 General:

13.1 The Receiving Party shall disclose of any similar Agreement explicit or otherwise, for similar purpose/application within its own organization, or any other third party.

13.2 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a

temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written

For and on behalf of bidder	For and on behalf of MbPA
Sign : _____	Sign : _____
Name :	Name :
Title :	Title :