



Indian Ports Association

Request for Proposal (RFP)

EXECUTION OF CIVIL AND INTERIOR WORKS AT IPA OFFICE PREMISES AT BHANDAR BHAVAN, MAZGAON, MUMBAI

TENDER NOTICE NO: IPA/P&P/MumbaiOffice/2026 Dated: 22/06/2026

1st Floor, South Tower, NBCC Place
B.P Marg, Lodhi Road
New Delhi – 110003
Phone: 011-24369061

June, 2026

Contents

Chapter	Content Details	Page No.
	Disclaimer	
	RFP Notice	4
1.	Introduction	6
2.	Glossary	6
3.	Instructions to Bidders	9
4.	Selection Process	21
5.	Scope of Work	24
6.	General Conditions of Contract	25
7.	Special Conditions of Contract	31
8.	Annexures and Forms	
	Annexure – A	43
	Form – 1	45
	Form – 2	48
	Form – 3	49
	Form – 4	50
	Form – 5	51
	Form – 6	52
	Form- 6A	53
	Form – 7	54
	Form – 8	55
	Form - 8A	56
	Form – 8B	57
	Form – 9	58
	Form – 10	59
	Form – 11	60
	Annexure – B	62
	Annexure – B1	63
	Annexure – C	66
	Annexure – D	68

Disclaimer

This RFP is being issued by the Indian Ports Association (IPA) to the interested and eligible firms for “Execution of Civil and Interior works at IPA Mumbai Office Premises at 3rd Floor, Bhandar Bhavan, Mazgaon, Mumbai” on such terms and conditions and for the achievement of objectives of the Project set forth in this RFP or that may subsequently be provided to Bidder(s) whether verbally or in documentary form by or on behalf of IPA or any of its authorized employees or advisors.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by IPA to any parties hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. While, the IPA has taken due care in the preparation of information contained herein and believes it to be accurate, neither the IPA or any of its representatives, officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive and interested parties are required to make their own inquiries that it may require in order to submit the bid. The information is provided on the basis that it is non-binding on the IPA, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

IPA reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

**Managing Director
Indian Ports Association**

RFP Notice

Notice Inviting Tenders for Execution of Civil and Interior works at IPA Mumbai Office Premises at 3rd Floor, Bhandar Bhavan, Mazgaon, Mumbai

Indian Ports Association (IPA) invites Requests for Proposal (RFP) from interested eligible firms for undertaking the subject work.

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available on the web site <http://ipa.nic.in> and <https://eprocure.gov.in/eprocure/app> . Reputed and interested agencies may download the RFP from the above websites.

The details of RFP are as follows:

Name of work	Execution of Civil and Interior works at IPA Mumbai Office Premises at 3 rd Floor, Bhandar Bhavan, Mazgaon, Mumbai
Tender Notice No.	IPA/P&P/MumbaiOffice/2026 Dated:22/06/2026
Cost of Tender Document	Rs. 10,000/- (Rs. Ten Thousand Only) (Non-refundable)
EMD	Rs. 1,40,000/- (Rs. One Lakh, Forty Thousand Only)
Performance Guarantee	10% (Ten Percent) of the awarded cost / agreement value
Method of Selection	Lowest Price
Contract Period	3 Months
RFP / Tender availability Date	22/06/2026 by 15:00 hrs.
Venue	3 rd floor, Bhandar Bhavan, Mazgaon, Mumbai
Last date of submission/ Proposal Due Date	07/07/2026 by 15:00 hrs.
Opening of Technical Bid	07/07/2026 by 15:30 hrs.
Opening of Financial Bid	To be notified
Letter of Award	To be intimated to Selected Bidder
Date of Start of Work	Within 7 days of issue of letter of award
Validity of Tender	120 days from the due date
Contact Details for any queries	1. Prema Kumar Pillai prem.mpt@gmail.com Mobile: 9822388841 2. Akash Panchal akashpanchal.ipa@gmail.com

	Mobile: 8448618144
Communication Address	The Managing Director, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003. Tel. No. 0091-011-24369061/63, 24368334, FAX: 011-24365866 Email: ipa@nic.in

**Managing Director
Indian Ports Association**

1 Introduction

The Indian Ports Association (IPA) has an office premises at 3rd Floor, Bhandar Bhawan, Mazgaon, Mumbai. IPA has planned to relocate a few of its activities to its Mumbai Office and therefore certain modifications/additions are to be undertaken to the premises. IPA is looking to select and experienced agency for undertaking the job. Since the relocation is to be done immediately, time for completion of the work is of great importance.

2 Glossary

In this bid document and in the ‘Contract’, unless the context otherwise requires:

- i) “Authorized representative” means any Officer of IPA authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the contractor, and other functions as specified in this contract.
- ii) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document.
- iii) “Bid documents” (including the term ‘bid documents’ or ‘Request for Proposal Documents’ in certain contexts) means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of the given e- tender and includes the invitation to bid.
- iv) “Bidder” (including the term ‘tenderer’, firm, contractor) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with IPA;
- v) “Bidder registration document” means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e-tender;
- vi) “Competent authority” means the Managing Director or any officer(s) authorized by the Managing Director of Indian Ports Association, New Delhi which is registered in Delhi under the Societies Registration Act, 1860.
- vii) “Contract” (including the terms ‘Work Order’ under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between Indian Ports Association and the Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced and instructions issued from time to time by IPA and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- viii) “Contract Period” a period up to **3 Months** from the date of signing of contract agreement which may be extendable for a further period on the requirement of IPA on mutually agreed basis.
- ix) “Contract price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- x) “Contractor” means the person or persons, firm or company whose tender has been accepted by the competent authority and includes contractor’s representative, successors and/or permitted assigns for the subject Contract.
- xi) “Cost of Tender Document & Bid Processing Fee” means an amount of Rs.10,000 (Rupees

Ten Thousand Only) to be paid as one-time non-refundable payment to participate in tender process for any work undertaken by IPA for which no exemption shall be provided on any ground.

xii) “Day” means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.

xiii) “e-Tender” means conducting of procurement processes by IPA with bidders for the acquisition of works and services using information and communication technology (specially the internet) with the aim of open, non-discriminatory, and efficient procurement through transparent procedures.

xiv) “Earnest Money Deposit”(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;

xv) The Engineer-in-charge means the Technical Officer of IPA, as the case may be who shall supervise and be the In-charge of the works

xvi) “Head of the Department” means Executive Director / Chief Administrative Officer / Head Officer (Procurement) or any other officer assigned such duties by Managing Director of the Indian Ports Association.

xvii) ‘Excepted Risks’ are risks due to riots (otherwise than among contractor’s employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Competent Authority or causes solely due to use or occupation by the ‘IPA’ of the part of works in respect of which a certificate of completion has been issued.

xviii) “Head of the Organization” or ‘Competent Authority’ means Managing Director of the Indian Ports Association.

xix) ‘IS Specification’ means the Specification of latest edition with amendments, if any, up to time of receipt of tender by IPA issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.

xx) “Month” means a month according to Christian calendar.

xxi) “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by IPA, which informs the potential bidders that it intends to procure services and/or works.;

xxii) “Pre-qualification document” means the document including any amendment thereto issued by IPA, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;

xxiii) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the Bid document. If any requirements specified in the Bid document are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid shall be considered as non-responsive and shall be summarily rejected.

xxiv) “Tender” means the bidder’s priced offer to IPA for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as

accepted by the Work order.

xxv) The 'Site' shall mean the land and /or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

xxvi) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

xxvii) "Week" means seven days without regard to the number of hours worked in any day in that week.

xxviii) 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.

3 Instructions to the Bidders

A. General:

Electronic Tenders (Online) are invited by INDIAN PORTS ASSOCIATION (IPA) from eligible bidders for Execution of Civil and Interior works at IPA Mumbai Office Premises at 3rd Floor, Bhandar Bhavan, Mazgaon, Mumbai

- i) The bid document containing the entire details is available at the E-Tender Portal www.ipa.nic.in or www.eprocure.gov.in for downloading during the period specified in the RFP Notice.
- ii) The Bidders must fulfil the techno-commercial criteria for pre-qualification and other requirements stipulated in **pre-qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Technical Bid / Techno-commercial bid.
- iii) The Contract period will be **Three months** from the date of issue of the Work Order. The work has to be completed within this period.

3.1 Deleted

3.2 Registration of Bidders on the Portal

The intending Bidders are required to register on the website <https://eprocure.gov.in/eprocure/app> by clicking "**Online Bidder Enrolment**" option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital Signature Certificate (Class III).

B. Cost of Tender Document & Bid Processing Fee

Bid document will be issued by IPA. Applicants shall have to furnish a non-refundable cost of tender document & bid processing fee amounting to Rs. 10,000/- (Rupees Ten Thousand only) pledged in favour of Indian Ports Association through NEFT in the designated bank account of IPA for which no exemption on any ground shall be provided.

3.3 Earnest Money Deposit (EMD)

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs. 1,40,000/- (Rupees One Lakh Forty Thousand only) in the designated bank account of IPA as per following terms & conditions:

- i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the Form - 6 towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against the Performance Guarantee.

- iii) The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- iv) If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- v) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Form – 6A**.

3.4 Designated Bank Account Details of IPA

Any payments related to bid process like cost of tender document, EMD etc. shall be done through RTGS/NEFT to the account whose details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Lok Kala Manch, Lodhi Colony, New Delhi- 110003.
B	Name of the branch	Lok Kala Manch Branch.
C	IFSC code	IOBA0001498
D	Account Number	149801000002360
E	Type of Account	Savings Account
F	Contact Details	ipa@nic.in

3.5 Performance Security

The Selected bidder shall submit performance security, which shall be 10% of the accepted tender cost/ awarded cost/ agreement value and shall be in form of irrevocable an irreversible bank guarantee/Demand Draft/Insurance surety bonds/Fixed Deposit Receipt. The performance security shall be submitted by the selected bidder within 07 working days from receipt of Letter of Award, pursuant to which the Agreement shall be signed within 15 working days from issuance of letter of award.

The performance security shall remain with IPA for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor.

On expiry of a period of 60 days, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the performance security (without any interest) provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

The performance security will be forfeited and credited to the IPA's account in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to IPA's any other right or remedy hereunder or in law or otherwise, the Performance Security, as available, shall be forfeited and appropriated by IPA in lieu of compensation and damage payable to IPA for, inter alia, the time, cost and effort of IPA in regard

to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices as specified in this RFP;
- b) If the Applicant is found to have a Conflict of Interest as specified in this RFP;

The Bank Guarantee shall be submitted as per format provided in **Annexure – C** for performance security.

3.6 Expenses incurred by the Bidder

- i) IPA shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno- commercial bid / price bid or at any other time.
- ii) The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, and visits to IPA/project site. IPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.7 Bidder's Responsibility

- i) The bidder, at the bidder's own responsibility and risk are encouraged to examine the requirements of IPA and obtain all information that may be necessary for preparing the bid and entering into a contract.
- ii) Applicants must read carefully the minimum conditions of eligibility (the "Pre-qualification criteria") provided in this document. Proposals of only those Applicants who satisfy the Conditions of Minimum Eligibility will be considered for evaluation.
- iii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and all conditions likely to be encountered during the execution of the work thereof.
- iv) Further the Bidder undertakes (if his tender is accepted) that he has to enter into and execute when called upon to do so, a Contract Agreement as provided in the document with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between IPA and the Contractor.
- v) The Bidder shall furnish a certificate of Acceptance on technical and commercial terms and conditions in the enclosed **Form - 10**.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Form – 6A**. *Please note that such exemptions will be only for the EMD and does not cover the cost of tender document and bid processing fee which is payable and non-refundable.*
- vii) The Bidder shall submit a declaration as provided in the **Form - 10** of the bid document that the Bidder has no litigation or arbitration proceedings against IPA and that the bidder has not been blacklisted or debarred as on the date of submission of bid from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

viii) The Applicant should submit a Power of Attorney as per the format at **Form – 4** provided, however, that such Power of Attorney would not be required if the Application is signed by the proprietor of the company.

3.8 Number of Proposals

No Applicant shall submit more than one Application for the proposed work.

3.9 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from IPA;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IPA or relating to any of the matters referred to in the RFP document;
- d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

IPA 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 or the Selection Process, including any error or mistake therein or in any information or data given by IPA.

3.10 Declaration by the Bidder

The bidder, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form - 9**.

3.11 Transfer of Bid Documents

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

3.12 History of Litigation

A consistent history of litigation or arbitration awards against the applicant/bidder may result in disqualification.

3.13 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of the Clause, the IPA reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or

b. the Applicant does not provide, within the time specified by IPA, the supplemental information sought by IPA for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then IPA reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the IPA, including annulment of the Selection Process

3.14 Incomplete Details and Canvassing

IPA does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or prescribed conditions are not fulfilled, such tenders are liable to be rejected. Canvassing in any form by the Bidders shall result in their tender being rejected.

3.15 Fraud And Corrupt Practices

The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the IPA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the IPA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the IPA for, inter alia, time, cost and effort of the IPA, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

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

For the purposes of this Clause, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IPA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA 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 IPA,

shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical agency/ adviser of the IPA in relation to any matter concerning the Project;

- b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the IPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.16 Amendments of RFP

At any time prior to the deadline for submission of Proposal, IPA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Website/portal.

All such amendments will be notified on the IPA Website and CPP Portal and will be binding on all Applicants.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, IPA may, in its sole discretion, extend the Proposal Due Date.

Addenda/Corrigenda/clarification, if any to the bid documents will be issued by the IPA only in the E-tender portal and IPA’s website, prior to the date of opening of the tenders.

3.17 Clarifications

Applicants requiring any clarification on the RFP may email their queries to IPA before the date mentioned in the Schedule of Selection Process. IPA will reply to all such queries at its own discretion.

IPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this document shall be construed as obliging IPA to respond to any question or to provide any clarification.

3.18 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another

language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.19 Format and Signing of Proposal

The Applicant shall provide all the information sought under this RFP. IPA would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

a) by a partner, in case of a partnership firm and/ or a limited liability partnership;

or

b) by an authorized representative possessing a valid Power of Attorney, in the case of a company or corporation, or by the owner in the case of a proprietorship firm

A copy of the Power of Attorney certified by a notary public in the Form - 4 shall accompany the Proposal.

Applicants should note the Proposal Due Date, as specified in the RFP document, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IPA, and that evaluation will be carried out only based on documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected.

3.20 Correction / Variation

i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.

ii) The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same shall be rejected.

iii) The bidder’s proposal is deemed to include, all prices for the **Scope of Work** specified in the RFP bid document and no arithmetical correction or price adjustments are allowed.

iv) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

3.21 Conflict of Interest

i) An Applicant shall not have a conflict of interest that may affect the Selection Process (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed genuine pre-estimated compensation and damages payable to IPA for, inter alia, the time, cost and effort of IPA including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to IPA hereunder or otherwise.

ii) IPA requires that the Agency provides professional, objective, and impartial advice and always hold IPA's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IPA.

iii) An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a) the Applicant or Associates (or any constituent thereof) and any other Applicant or Associate (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 or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause (a), 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 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 if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b) a constituent of such Applicant is also a constituent of another Applicant;

c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

f) there is a conflict among this and other assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the will depend on the circumstances of each case. While providing goods or services to IPA for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

g) a firm which has been engaged by IPA to provide goods or works or services for a project, and its Associates, will be disqualified from providing goods or services for the same project save and except as provided in the RFP document; conversely, a firm hired to provide goods or services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

h) the Applicant or Associate (or any constituent thereof), and the Applicant or concessionaire if any, for the Project, its contractor(s) or sub-contractor(s) (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 or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be,) in the Applicant or concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72) of the Companies Act 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, with the Applicant (the “Associate”); As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

An Applicant eventually appointed as contractor for this Project, its Associates, affiliates and the Agencies, shall be disqualified from subsequently providing goods or works or services related to the assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any other assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to works, goods and services performed for IPA in continuation of this assignment or to any subsequent assignment performed for IPA in accordance with the rules of IPA. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the firm (to which Agency belongs), as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that:

a) any member of an Applicant was a partner or an employee of another firm, which attracts the provision relating to Conflict of Interest hereunder; and

b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Agency shall be deemed to suffer from Conflict of Interest for the purpose hereof.

If the Agency, its Associates or affiliates are auditors or financial advisers to any of the Applicants for the Project, they shall make a disclosure to IPA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. IPA shall, upon being notified by the Agency under this Clause, decide whether it wishes to terminate this assignment or otherwise, and convey its decision to the firm within a period not exceeding 15 (fifteen) days.

3.22 Signing of the Bid Documents

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in Annexure - A) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in Form – 4 of the bid document, before submission of the tender.

3.23 Bid Submission

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of such filled up bid document shall be submitted online through the CPP Portal using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents in the form and manner as mentioned in the "**Qualification and Responsiveness Information of Annexure - A**" of the bid document.
- ii) The bid follows e-tender system and bidders are required to submit techno commercial / qualification details in Technical Bid and Price bid separately in Financial Bid electronically. Both shall be submitted simultaneously.
- iii) Both Part I and Part II bid documents are required to be submitted only through the above-mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.
- iv) The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions only in the CPP Portal. There will be no hard copy submissions.
- v) The Technical Proposal shall be signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.
- vi) The completed Proposal must be submitted on the CPP Portal before the specified due date. Proposals submitted in any other form shall not be entertained.
- vii) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include copies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

3.24 Proposal Due Date

Proposal should be submitted by the due date specified in RFP Notice in the manner and form as detailed in this RFP.

IPA may, in its sole discretion, extend the due date by issuing an Addendum uniformly for all Applicants.

3.25 Late Proposals

Proposals received by IPA after the specified due date shall not be eligible for consideration and shall be summarily rejected.

3.26 Uploading of Bid Documents

i) The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and IPA will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.

ii) The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E-tender portal or format for Tenders Acceptance letter is attached **Form – 5**.

iii) In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

3.27 Quoting for the Price Bid

i) The bidder shall quote the rate /price for the assignment as per format specified in “**Part – II Price Bid (Annexure – B 1)**” **only in the CPP Portal. The Technical bid shall not contain and price.**

ii) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

iii) The Bidder shall quote the rate / prices in figures as well as in words in English. In case of any discrepancy between figures and words, the rates in words shall prevail.

3.28 Bid Opening

The Part I – Technical Bid containing the techno-commercial documents listed in the Qualification and Responsiveness Information in Annexure - A and any other documents uploaded by the Bidders will be opened through online on the scheduled date and time as indicated in the NIT

3.29 Bid Validity

The Bid Proposal shall be valid for a period of not less than 120 days from the date of Bid opening.

3.30 Payments Currency

All payments will be made only in Indian Rupees and no foreign exchange is available for this

work.

3.31 Communication for Information

All communications should contain the following information at the top in bold letters:

REQUEST FOR PROPOSAL (RFP) for Execution of Civil and Interior works at IPA Mumbai Office Premises at 3rd Floor, Bhandar Bhavan, Mazgaon, Mumbai . All communications including the submission of Proposal should be addressed to;

Managing Director,

Indian Ports Association,

1st Floor, South Tower, NBCC Place, Bhisham

Pitamah Marg, Lodhi Road, New Delhi - 110003.

Tel. No. 0091-011-24369061/63, 24368334

4 Selection Process

The selection will be based on the evaluation framework defined in the document. All bids will primarily be evaluated based on pre-qualification Criteria. Those bidders who meet the Pre-Qualification Criteria will be eligible for next set of evaluations. The Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened in tender process.

4.1 Brief Description of the Selection Process

IPA has adopted a single-stage two cover process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in the CPP Portal. In the first stage, a technical evaluation will be carried out. The price bid of only the technically qualified bidders will be opened and the work will be awarded to the bidder quoting the lowest amount and who satisfy the conditions of this tender.

4.2 Technical Proposal

Applicants shall submit the technical proposal in the formats as specified at **Annexure – A**. While submitting the Technical Proposal, the Applicant shall ensure that:

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) power of attorney, if applicable, is executed as per Applicable Laws;
- c) The RFP document duly signed on all pages is submitted;
- d) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

Failure to comply with the requirements spelt out above shall make the Proposal liable to be rejected.

IPA reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by IPA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IPA there under.

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 subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA 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 IPA without the IPA being liable in any manner whatsoever to the Selected Applicant.

In such an event, IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed pre-estimated compensation and damages payable to the IPA for, inter alia, time, cost and effort of IPA, without prejudice to any other right or remedy that may be available to IPA.

4.3 Financial Proposal

Applicants shall submit the financial proposal in the formats specified at **Annexure – B 1 only in the CPP Portal**, clearly indicating its quote for the assignment in Indian Rupees.

While submitting the Financial Proposal, the Applicant shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall consider all expenses and tax liabilities excluding GST. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. GST will be paid only after submission Tax Invoice and proof of filing returns (GSTR-1 & GSTR-3B) and appearing of same in GSTR-2A.
- c) Costs (including break down of costs) shall be expressed in INR.

4.4 Pre-Qualification (PQ) Criteria

Pre-Qualification (PQ) criteria for a contractor typically ensure that the vendor possesses the necessary expertise, resources, and experience to undertake the assignment.

	Basic Criteria	Description	Documents Required
1	Statutory Requirements	• The bidder must be an Indian entity registered under applicable laws and has been in existence for more than three years. • The bidder must have a valid GST Number and PAN Card in India. • The bidder must have completed balance sheets for the past three years, and any other financial statements that demonstrate its financial stability and compliance	• Copy of Certificate of Incorporation/ Registration • Copy of the work orders / completion certificates • Valid GSTIN and PAN card and copy of GST Registration Certificate • Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor
2	Blacklisting	• The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Central / State Government Organization and should not have been blacklisted as on the date of submission of bid.	• Undertaking to this effect on company's letter head signed by company's authorized signatory
3	Litigations	• The bidder should not have any pending litigation or disputes that could adversely impact the performance of the contract and should disclose pending litigation or disputes against him before any court of	• Undertaking to this effect on company's letter head signed by company's authorized signatory

		law or tribunal or arbitrator or any other institution / organisation.	
4	Past performance of the Applicant	• A bidder or its Associate should not have been imposed any penalty by an arbitral or judicial authority through a judicial pronouncement or arbitration award.	• Undertaking to this effect on company's letter head signed by company's authorized signatory.
5	Technical Capability	• Certificates / Documents of work experience executed during last 7 (Seven) years ending 31.03.2026. • Eligibility criteria for this work, • (i) Three similar works costing not less than Rs. 28,00,000/- each, or • (ii) Two similar works costing not less than the amount of Rs. 35,00,000/- each or • (iii) One similar work costing not less than Rs. 56,00,000/- • (iv) The values mentioned above are excluding Service Tax / GST.	• Previous Work Orders / Completion Certificates / Phase Completion Certificates • Any other evidence document acceptable to IPA
6	Experience	The bidder must have been operational for at least three years and undertaken similar works.	• Work orders / Completion Certificates / Partial Completion Certificates • Any other evidence document
7	Financial Capacity	The Average annual turnover during any three years of the last four financial years i.e. 2025-26, 2024-25, 2023-24 and 2022-23 shall not be less than Rs.21,00,000/- .	• Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor • Audit Reports: Access to recent audited financial statements that demonstrate transparency and financial soundness.

4.4.1 Man Power Requirement

The Contractor shall deploy skilled manpower for undertaking the work in accordance with the specifications. A qualified engineer shall also be posted at site who will supervise the work to ensure quality control and report the progress of the work on a daily basis. The contractor shall deploy sufficient resources at site to ensure that the work is completed within the stipulated time period,

5. Scope of Work

IPA has an office premises at 3rd Floor, Bhandar Bhavan, at Mazgaon, Mumbai. Various internal work is to be undertaken here which include Civil and plumbing works, modular work stations, air conditioning etc. The details of the works to be undertaken is provided item-wise in the bill of quantities.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, beheld, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

The work is to be completed within three months from the date of award of the contract.

In addition to the work to be undertaken at Bhandar Bhavan under this contract, IPA may request the contractor to undertake any other work at any other location at mutually agreed rates. The contractor at his discretion can accept or decline to undertake such additional work.

6. General Conditions of Contract

The Contractor is the successful bidder in the subject E-Tender published by IPA and being the successful bidder has agreed to the terms and conditions specified in the bid document for completing the above-mentioned work more specifically detailed as per Scope of Work in the bid document. These General terms and conditions of this Contract shall also form part of this tender.

6.1 Consideration

The price to be paid by IPA to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the tender.

6.2 Period of Contract

The Contract is for a period three months from the date of award of work.

6.3 Non-performance of Contract/ Breach of Contract

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the IPA will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 7 days from the date of issue of notice by the IPA, the IPA reserves the right to terminate the contract. In such event, the Performance Security will be forfeited, for the loss or damages suffered by the IPA due to the breach of the Contract committed by the Contractor.

6.4 Malpractice or furnishing of false information

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the IPA shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the IPA reserves right to forfeit the EMD and/or Performance Security lying with the IPA. In addition to the above, the IPA may also black list or suspend or debar the Contractor from participating in future tenders, as the IPA thinks deem fit.

6.5 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations for exploring possibility of arriving at a reasonable better offer and for re-confirming the obligations of the Contractor under this Bid.

6.6 Termination of Contract in Full or in Part

If the Contractor:

- i) At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge or
- ii) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- iii) Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv) Enters into a contract with IPA in connection with which commission has been paid to any person(s) or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- v) Offers or gives or agrees to give to any person in IPA's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the abstention or execution of this or any other Contract for IPA
- vi) Obtains a Contract with IPA as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- vii) Being an individual or any of its partner (in case of the Contractor is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any Application be make under any insolvency Act for the time being in force for his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- x) The Competent Authority may, without prejudice to any other right or remedy which shall have

accrued or shall accrue thereafter to IPA by written notice cancel/ terminate the contract as a whole or in part as it may deem appropriate.

6.7 The Competent Authority shall on such cancellation/termination, been entitled to:

6.7.1 Take possession of the site and any materials, construction plant, implements, stores, etc., there on; and/or

6.7.2 Carryout the incomplete work by any means at the risk and cost of the Contractor.

6.8 On cancellation/ termination of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by IPA. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation of the contract, the value of contractors material taken over and incorporated in the work and use of tools & tackle and machinery belonging to the Contractor.

6.9 Any excess expenditure incurred or to be incurred by IPA in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by IPA as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

6.10 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if there after there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

6.11 Any sums in excess of the amounts due to IPA on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by IPA of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works such benefit shall not accrue to the Contractor.

6.12 Discontinuance by the Contractor

If the contractor is not in a position to continue the contract, the Contractor should give a notice of 60 (sixty) days in writing, prior to the proposed date of discontinuance of the contract to the IPA. In such case, the Performance Security shall be forfeited.

6.13 Foreclosure of the Contract by IPA

The Contract may be foreclosed by the IPA by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security will be refunded to the Contractor.

6.14 Change in Constitution

The Contractor / Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the IPA, during the existence of the Contract.

6.15 Insolvency / Bankruptcy / Winding up, etc.,

The IPA shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick organization applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

6.16 Liquidated damages (LD)

If the Contractor fails to adhere to the timelines prescribed for any stage of the assignment, a penalty of **0.5% of the total Contract Price per week** (or part thereof) shall be levied, subject to a cumulative maximum of **10% of the total Contract Price** across all stages. In case IPA incurs any additional cost due to such delay, the same shall be recoverable from the Contractor's Performance Security or any amount due or becoming due to the Contractor, in addition to the recovery of LD.

6.12 Penalty

The assignment shall be undertaken as per the scope of work defined in this RFP document. If the development does not take place as per the scope of work or is of inferior quality not acceptable to IPA then a penalty equivalent to the double value of such omission / reduction in the scope of work or quality shall be imposed on Contractor subject to a maximum of 10% of the total value of Contract Price. In case IPA decides to develop the product for such scope of work or improve the quality of the product, any such additional cost incurred on it above the contract price shall be at the risk and cost of the contractor and shall be recovered from the Performance Security or any amount due or become due to be payable to the Contractor.

6.13 Confidentiality

The Contractor shall keep confidential, all the data and other information of the IPA shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

6.14 Damage to IPA

The Contractor shall be responsible for making good to the satisfaction of the IPA, any loss or damage caused to IPA if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor or his agents/ representatives. The contractor shall make good the loss as assessed by the IPA.

6.15 Indemnification

The Contractor shall defend, indemnify and keep indemnified and hold the IPA, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents or the person provided for the purpose of this Contract or non-fulfilment / non-adherence / non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

6.16 Changes in terms of a concluded Contract

No variation in the terms of a concluded contract can be made without the consent of both the parties.

6.17 Dispute Resolution

- i) In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably.
- ii) Any claim, dispute or difference relating to or arising out of this contract /tender shall be settled amicably between the parties as per the guidelines issued by Ministry of Finance vide OM No. F 11212024-PDD Dated 03.06.2024, as amended/superseded from time to time.
- iii) The contract shall be subject exclusively to the laws of India. Subject to the clause, the Courts at Mumbai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. Any court case pertaining to this contract / tender shall lie within the jurisdiction of the court where the headquarters of IPA is situated.

6.18 Doubt and clarifications

In case of any doubts on the terms and condition of the tender, the same may be referred to the Managing Director, Indian Ports Association, New Delhi in writing for clarification, whose interpretation shall be final and binding.

6.19 Notice

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person declared as his authorised representative in **Form – 5**, if given or left in writing at the address or sent through E-mail ID given in response to the bid document declared in the **Form - 2**. Responsibility to notify any change in address and/or email- id, entirely lies with the Contractor.

6.20 Joint Venture

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

6.21 Sub-contracting

The Contractor can assign, transfer, pledge or sub-contract all or part of the performance or services awarded by the IPA to any other party with written consent of IPA for the purpose of better execution of contract.

6.22 Applicable Law and Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Mumbai for the purpose of actions and proceedings arising out of this contract and the courts at New Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.

6.23 Adoption

The Contract shall be governed by the provisions or amendments or clarifications issued by Indian Ports Association and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the IPA from time to time.

7. Special Conditions of Contract

7.1 Inspection of Site

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed

7.2 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

7.3 Discrepancies and Adjustment of Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another:

A) In the case of discrepancy between Schedules of quantities, Specifications and/or the Tender Drawings, the following order of preference shall be observed.

- a. Agreement
- b. Letter of Award
- c. Amendment/ Corrigendum to the tender document
- d. Schedule of Quantities (Price Bid)
- e. Drawings
- f. Notice Inviting Tender and Instruction to Tenderers
- g. Special conditions of contract

B) If there are varying or conflicting provisions made in any document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

1. Any error in description, quantity or rate in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to tender drawings and specifications or from any of his obligations under the Contract.

2. Inconsistencies/ Ambiguities in the price bid (Bill of quantities) shall be dealt with in accordance with the following rules:-

- a) Since this is an Item Rate Tender, only rates quoted shall be considered.
- b) Rates quoted by the tenderer shall be accurately filled in so that there is no discrepancy.
- c) In the event no rate has been quoted for any item(s), it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

7.4 Deviations/Variations Extent & Pricing:

A. The Engineer-in-Charge shall have power (i) to make alteration in, omissions, from or additions to, or substitutions from the original specification, tender drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The Engineer-in- Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carrying out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge

B. The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.

- a. In the proportion which the additional cost of the altered addition a or substituted work, bears to the original Contract sum; plus.
- b. 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

7.5 Rates for Extra/Additional Items

i) If the rate for additional, altered or substituted item of work specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same

rate.

- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within One month thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer- in Charge on the basis of market rate(s) and shall be final.

7.6 Suspension of Works:

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the Contractor; or
 - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carryout the instructions given in that behalf by the Engineer-in-Charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No financial compensation for such suspension shall be admissible to the contractor.

7.7 Time and Extension for Delay:

- A) The time allowed for execution of the works as specified in the RFP or the extended time as approved by IPA in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 7th day after the date on which IPA issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contract or commits default in commencing the execution of the work as aforesaid, IPA shall without prejudice to any other right or remedy be at liberty to terminate the contract and also to de bar the contract or for a period of three years from participating in any tender invited by the IPA.

B) As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

C) If the work be delayed by

- i. Force majeure or
- ii. Abnormally bad weather or
- iii. Serious loss or damage by fire, or
- iv. Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- v. Delay on the part of other contractors or tradesmen engaged by IPA in executing work not forming part of the contract, or
- vi. Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such request the period for which extension is desired.

In any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/payable.

The Contractor shall arrange, at his own expense, all tools, plant and equipment here after referred to as (T&P) labour, P.O.L. & electricity required for execution of the work.

7.8 Force Majeure

Any delays in or failure of the performance of either party herein shall not constitute default there under or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy, expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

7.9 Materials

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
2. The contractor shall indemnify IPA, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect to any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against IPA or any agent, servant or employee of IPA in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
3. All charges on account of octroi, terminal or GST and other duties on material obtained for the Works from any source shall be borne by the Contractor.
4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his own expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
 - i. IPA's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
 - ii. All materials brought to the Site shall become and remain the property of IPA and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of IPA. But whenever the works are finally completed the Contractor shall, at his own expense forthwith,

but with the prior approval from IPA, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However, before giving any approval as aforesaid, IPA shall be entitled to recover or adjust any amount given as advance to the Contractor.

7.10 Labour Laws and payment of wages to be complied:

i) The contractor shall comply with the Labour laws in force. No Labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign all Labour trained in the particular field of work preferably local.

ii) The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, maternity benefit act 1961 and any statutory amendments or re- amendments thereof for the time being in force.

iii) In respect of all Laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall at his own expense provide for all facilities in connection therewith. In case, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

iv) The contractor shall be fully liable for compliance of EPF or ESI of the labours/ workmen deployed by them for carrying out the work as per prevailing Central or State government norms and IPA has nothing to do with the same. IPA shall not be responsible for any liability/claims what so ever in this regard. Further as and when demanded by IPA, the contractor shall submit the proof of deductions/ deposits of such liabilities of their Labours/ workmen engaged in the work to IPA. In case of default, IPA may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time the compliance is proved the contractor.

v) The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis, as applicable subject to submission of necessary supporting documents by the contractor to the satisfaction of the Engineer-in-Charge.

7.11 Contractor's Liability and Insurance

- i) From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- ii) In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
 - a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
 - b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- iii) Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- iv) The Contractor shall indemnify and keep indemnified the IPA against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor or not liable for or in respect of or to indemnify IPA against any compensation or damage caused by the Excepted Risks.
- v) Before commencing execution of the work, the Contractor shall, without in anyway limiting his obligations and responsibilities under this condition, obtain and deposit with IPA – Contractors “All Risk Policy” and “Third Party” Insurance policy.
- vi) The Contractor shall at all times indemnify IPA against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act.1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act.1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- vii) The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the

policies alive till completion of the work.

viii) All statutory deductions as applicable like TDS, Works Contract Tax Act etc. shall be made from the due payment of the contractor.

ix) No claim for interest will be entertained by IPA in respect of any balance payments or any deposits which may be held up with IPA due to any dispute between IPA and contractor or in respect of any delay on the part of IPA in making final payment or otherwise.

x) The contractor shall ensure that no materials/wastes/plant, equipment etc. are dumped at the site. In case any of the above items are dumped, the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise IPA shall clear the same work at the contractor's risk and cost after serving 7 days' notice.

xi) The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to IPA.

7.12 Safety Code:

i) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection there with. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

ii) The contractor shall provide and maintain at his own expenses guards, when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

iii) The IPA shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage to the works during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above or damages to the work, the contractor shall be exclusively liable.

7.13 Liability for Damage, Defects or Imperfections and Rectification thereof:

i) If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing from Engineer – in-charge in that behalf, make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor, the contractor shall, upon receipt of a notice in writing in that behalf

from the Engineer-in-Charge, forth with rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of non-compliance his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

i) In case of repairs and maintenance works, splashes and dropping from white washing, painting etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days' notice in writing to the Contractor.

7.14 Urgent Works:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the IPA shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

7.15 Additional Works

IPA may request the contractor to take up any other work not connected with the present contract at rates to be mutually agreed upon. However, there will be no compulsion on the contractor to undertake such additional works

7.16 Payments

i) Payment shall be released as per the quantum of work executed in accordance to the instruction and tender drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement and payment. The measurement shall be jointly recorded by the contractor and representative of IPA. If Contractor intends to submit interim **R.A Bills these should not be less than Rs 5.00 Lakh (excluding GST) value of work executed.** All other statutory deductions as applicable shall be effected from each running bills.

ii) No escalation will be paid even in extended period, if any.

iii) All statutory deductions as applicable like TDS, and other taxes as applicable shall be made from the due payment of the contractor.

7.17 Mobilisation Advance

No mobilization advance whatsoever shall be paid for carrying out this work.

7.18 During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of IPA or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

7.19 No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

7.20 No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward for safeguarding the contractor's materials/work etc. shall be arranged at his cost only.

7.21 All rates quoted by the bidders shall remain firm for the contract period/extended contract period.

7.22 If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, IPA shall reject the award of the work and the contractor shall be debarred from participating in any tender invited by IPA for a period of three years.

7.23 Execution of Work at Risk & Cost of Contractor:

The balance work, if any, left to be completed after the determination/ cancellation of the contract shall be got executed by IPA as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by IPA in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by IPA as communicated by the Engineer-in-charge within 30 days of written notice.

7.24 The work shall be executed in accordance with the latest CPWD/IS/ Manufacturer specification mentioned in the Schedule of quantity and in case of any discrepancy, the CPWD/ IS/Manufacturer specifications, as applicable with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.

7.25 The materials used for carrying out the work shall be of best available quality and the contractor has to carry out the necessary testing as per CPWD/IS specification for its conformity with specifications and all testing charges shall be borne by the contractor.

7.26 All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling

of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the damages. Nothing extra on this account shall be considered or paid.

7.27 The debris/ scrap generated during the course of execution of work shall be safely disposed of by the contractor outside IPA, as directed by the Engineer-In-Charge. Nothing extra shall be paid on account of lead, transportation, loading, unloading charges etc. to the contractor on this account.

7.28 The tenderer shall quote their rates exclusive of GST. GST shall be released separately on submission of documentary proof of remittance of the same.

7.29 The materials used for carrying out the work shall be the ones being followed by CPWD/other PSUs and wherever applicable as approved by Engineer-in-charge.

7.30 Rates quoted by the bidder shall be inclusive of all materials, labour, transportation, loading- unloading, taxes, duties, insurance, POL etc. required for completion of finish item of work in all respect and nothing extra on any account, whatsoever, except quoted rate for the item shall be considered for payment.

7.31 Water & electricity, if required, shall be made available at site by IPA for execution of work without any cost. However, the contractor shall make the necessary arrangement for extension of water/power connection to the work site from the designated points, as per his requirement.

7.32 The work shall be carried out in Mumbai. All rules and regulations of IPA shall be binding upon the contractor. Also, all necessary safety precaution is taken by the contractor to ensure that no untoward incident caused to IPA or its employees during working in the premises of IPA.

7.33 Employment of Personnel

A. Contractor shall employ only Indian Nationals as his representatives, servant and workmen after verifying their antecedents and loyalty. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the work. If for the reasons of technical collaboration or other considerations the employment of foreign national(s) is unavoidable, the contractor shall furnish full particulars to this effect to the Accepting Officer at the time of submission of the tender. As a proof that the contractor has employed only Indian Nationals, he shall render a certificate to IPA within one month from the date of acceptance of tender to this effect. In case the IPA desires, contractor will have the police verification done of personnel employed by him.

B. The IPA shall have full powers and without giving any reason to order the contractor immediately to cease to employ, in connection with his contract, any agent, servant or employee whose continued employment is, in his opinion, undesirable. The contractor shall not be allowed any compensation on this account.

C. Contractor shall be fully liable to follow the local by Laws.

7.34 Abnormal Rates

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless IPA is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything there in stated, the rates once accepted by IPA shall be final and shall not be subject to any change either on account of unworkability of unit rates or on any other ground whatsoever.

7.35 Deviations to Tender Clauses

Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

7.36 Firm rates

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

Annexures and Forms

Annexure - A

Qualification and Responsiveness Check List (List of Documents to be enclosed)

The bidders shall upload necessary documents to determine their qualification and responsiveness of Technical Bid by using their user-id and password in the E-tender portal on or before the last date of submission of tender as mentioned in the RFP Notice. All documents mentioned in the check list of **Annexure – A** shall be uploaded with the proposal. If some document is not applicable for any bidder, then that document shall be strike through as “**Not Applicable**” and then uploaded with other documents. If any bidder wants to attach any supplementary document / information other than that is mentioned in **Annexure – A**, the same may be uploaded in the last after uploading all documents as per checklist. All bidders shall upload the following documents and other necessary information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder:

S. No.	Documents detail	Document Reference	Uploaded Page Ref No.
1	Bidder's Bid cover letter	Form -1	
2	Particulars of the Bidder	Form -2	
3	Statement of Legal Capacity	Form -3	
4	Power of Attorney	Form -4	
5	Declaration of Authorised Representative	Form -5	
6	Transaction details for remittance of Earnest Money Deposit (EMD)	Form -6	
7	Declaration & Undertaking by the Bidder claiming exemption from EMD payment based on any Central/State Government certification	Form -6A	
8	Financial Capability of the Bidder	Form -7	
9	Past Experience of the Bidder	Form -8	
10	Experience / Completion / Performance Certificate	Form -8A	
11	Details of TDS certificate	Form -8B	
12	Declaration by the Bidder	Form -9	
13	Tender Acceptance and Declaration on Litigation & Blacklisting	Form -10	
14	Bank Mandate Form	Form -11	

	Statutory and Supporting Documents		
17	Certificate of Incorporation / Registration		
18	Valid GST Registration Certificate		
19	Valid PAN Card		
20	Audited Profit & Loss Statements for FY 2022–23, 2023–24, 2024-25		
21	Work Orders / Completion Certificates / Partial Completion Certificates		
22	TDS Certificates (for private sector experience)		
23	Any other evidence documents supporting eligibility and experience		
24	Work Orders / Completion Certificates / Partial Completion Certificates		

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:

Date:

Signature and seal of the Authorized Representative of Bidder

Bidder's Bid Cover Letter

(To be provided on the bidder's company letter head with signature and seal)

(Date and Reference)

1. Registered Business Name:
2. Registered Business Address :
3. Name of the Contract person to whom all references shall be made regarding this tender:
4. Description and address of the person to whom all references shall be made regarding this tender:
5. Telephone :
6. Mobile :
7. E-Mail :

To,
The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road, New Delhi 110003

Sub: _____

Dear Sir,

With reference to your RFP Document dated....., after having examined all relevant documents and understood their contents, I/We hereby submit our Proposal for the subject assignment

Further That,

1. I/We acknowledge that the IPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of selection as the Agency for the aforesaid Project.
3. I/We shall make available to the IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We hereby give our consent to the IPA or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the IPA to verify statements and information provided in this application or regarding our competence and standing.

6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Board nor have had any contract terminated by any public Board for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the IPA;
 - b. I/We do not have any conflict of interest in accordance with the provisions mentioned in the RFP Document;
 - 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the IPA 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 the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with provisions of the RFP document.
9. I/ We declare that we are not a Sub-Agency in any other Proposal applying for Selection as a Agency under this RFP.
10. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board which would cast a doubt on our ability to undertake the Execution of Civil and Interior Works at IPA Office Premises or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory Board is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers / employees.
13. 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 IPA [and/ or the Government of India] in connection with the selection of agency or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/ We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Execution of Civil and Interior Works at IPA Office Premises is not awarded to me/us or our proposal is not opened or rejected.
15. I/ We agree to keep this offer valid for 120 (one-hundred twenty) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in **Form - 4**.
17. In the event of my/our firm being selected as the Agency, I/ we agree to enter into an Agreement with IPA. We agree not to seek any changes in the form and agree to abide by the same.
18. In the event of my/ our firm being selected as the agency, I/ we agree and undertake to provide the services of the Team Leader in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
19. I/ We have studied RFP and all other documents carefully. 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 IPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Publication Services.
20. The Financial Proposal is being submitted in the CPP Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/ we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal/ stamp of the Applicant)

Particulars of the Bidder

(To be provided on the bidder's company letter head with signature and seal)

S.No.	Particulars	Details
i.	Name of Firm:	
ii.	Country of incorporation:	
iii.	Registered address:	
iv.	Year of Incorporation:	
v.	Year of commencement of business:	
vi.	Principal place of business:	
vii.	Name, designation, address and phone numbers of authorized signatory of the Applicant:	
viii.	Name:	
ix.	Designation:	
x.	Company:	
xi.	Address:	
xii.	Phone No.:	
xiii.	Fax No.:	
xiv.	E-mail address:	
(Signature, name and designation of the authorized signatory) For and on behalf of 		

Statement of Legal Capacity

(To be provided on the bidder's company letter head with signature and seal)

(Date and Reference)

To,

The Managing Director

Indian Ports Association

1st Floor, South Tower

NBCC Place, Bisham Pitamah Marg

Lodhi Road

New Delhi 110003

Sub: Execution of Civil and Interior works at IPA Mumbai Office Premises at Bhandar Bhavan, Mazgaon, Mumbai

Dear Sir,

I/ We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/ We have agreed that (insert individual's name) will act as our authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 Proposal for and selection, as the Agency, to work as agency Indian Ports Association, New Delhi, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to IPA, representing us in all matters before IPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IPA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with IPA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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 , 2026

For

(Signature, name, designation and address)

Witnesses:

1

2

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Note:

- I. 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/ stamp affixed in accordance with the required procedure.
- II. 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 Applicants 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.

Declaration of Authorised Representative

(To be provided in Rs.100 /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We..... (Name) being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated. (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory

Name:.....

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual Authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per the bid document as follows:

S. No.	Unique Transaction Reference (UTR) No.	Date of transfer	Amount (in INR)	Uploaded page No. reference
1				

(Signature, name and designation of the authorized signatory)

For and on behalf of

**Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD
based on any Central/State Government certification**

(To be provided on the bidder's company letter head with signature and seal)

Date:

S.No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others	
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Start-up & MSE, then please tick mark both)	☐ Micro ☐ Small Scale ☐ Medium ☐ Startup Company ☐ Others
3	Attach the copy of the certificate	O

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit and no exemption shall be given for payment of Cost of Tender Document and the application will not be considered for evaluation in case the cost of tender document is not paid.

Declaration:

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

(Signature, name and designation of the authorized signatory)

For and on behalf of

(With Company Seal & Signature)

Financial Capability of the Bidder

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet/Chartered Accountant's Certificate with UDI No. for the last four financial years shall be given as under

S.No.	Financial year	Total Turnover (in INR)	Uploaded page no. reference
01	Year 2022-23	Rs.....	
02	Year 2023-24	Rs.....	
03	Year 2024-25	Rs.....	
04	Year 2025-26		

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:

Name

Date:

Designation

Business Address:

.....

Seal

Past Experience of the Bidder

The Bidder's experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with the Bid document as on (date):

Details of Similar Past Experience

S. No.	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	Completion			
1								
2								
3								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form IV (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:

Name

Date:

Designation

Business Address:

.....

Seal

Experience / Completion / Performance Certificate

(To be signed by the MD or any other competent authority of the bidder)

This is to certify that M/s ----- awarded the contract -----
and was executed by this organization as per the details furnished below:

1. Name of the work :
2. Work order number/ agreement number and date :
3. Date of commencement of execution of Contract :
4. Date of completion of Contract :
5. Date of extension, if any :
6. Value of the Work :
7. Scope of Work:
8. Executed value :
9. Period of contract :
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place:

Name

Date:

Designation

Organization with Address.....

.....

Seal

.....

Note:

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form.

Details of TDS Certificate

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

S.No.	Name of work	Value of work executed (In Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:

Name

Date:

Designation

Business Address:

.....

Seal

Declaration by the Bidder

(To be provided in Rs.100 /- non-judicial stamp paper)

To

The Head of the Organization.

I/We M/s. represented by its Proprietor / Managing Partner /Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated....., and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We do hereby declare that we have not been imposed any penalty by an arbitral or judicial authority through a judicial pronouncement or arbitration award.
4. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
5. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Indian Ports Association to take further action in to the matter.

Witness's Signature

Name:

Name:

Address:

Address:

Tel. /Mobile No:

Tel./Mobile No:

Date:

Date:

Bidder's Signature

Tender Acceptance and Declaration on Litigation & Blacklisting
(To be provided on the bidder's company letter head with signature and seal)

To
The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road
New Delhi 110003

Sub: Execution of Civil and Interior works at IPA Mumbai Office Premises at Bhandar Bhavan,
Mazgaon, Mumbai

Sir,

WE DECLARE THAT:

1. I/We have not been involved in any litigation as on the date of submission of the bid that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the IPA as on the date of submission of the bid, the parties concerned and disputed amount is as given below:
 - i) _____
 - ii) _____
3. I/We am / are not blacklisted or debarred as on the date of submission of bid from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs /Nationalized Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.
6. The corrigendum(s) issued from time to time by Indian Ports Association for the above subject work has also been taken into consideration, while submitting this acceptance letter.

7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.

8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Indian Ports Association shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

2) Name & Address

Bank Mandate Form
(Bank account details of the bidder)

1. Name of the company:
2. Status:
3. Bank Name, Address & Branch:
4. IFSC Code:
5. MICR Code:
6. Account No.:
7. Branch Code:
8. Name of the Authorized Person:
9. Signature of the Authorized person as per Bank:
10. E-Mail ID of Authorized Person:
11. Contact No. Landline/Mobile:

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

Financial Proposal

To,
The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road, New Delhi 110003

Sub: Execution of Civil and Interior works at IPA Mumbai Office Premises at Bhandar Bhavan, Mazgaon, Mumbai

Sir,

I/ We, (Applicant's name) herewith upload the Financial bid in the CPP Portal which is inclusive of all expenses and taxes excluding GST for selection of my/our firm .

I/ We agree that this offer shall remain valid for a period of 120 (One-hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Notes:

1. The amount payable to the Contractor in accordance with the Financial bid, shall cover all the costs including all taxes and duties except GST. No additional charges in respect thereof shall be due or payable. The amount shall be limited to the amounts indicated in the financial quote and no escalation on any account will be payable on the above amounts.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
3. There will be no hard copy submission and the price bid shall be uploaded only in the CPP Portal

Annexure B1**Format of Price Bid**

(To be submitted on the CPP Portal only)

(Do not fill in the rates and amount in the Technical bid)

S.No	Description of Item.	Unit	Qty	Rate (₹)	Amount (₹)
1	Civil & Interior Works				
1.01	Internal Breaking Wall Plaster: Dismantling existing wall plaster and disposing of debris.	Sqft	286.00		
1.02	Floor Breaking: Chipping/breaking of existing floor concrete/tiles.	Sqft	230.00		
1.03	Chemical Coating for Waterproofing: Providing and Laying two layers Dr. Fixit/Fosroc of Tape Crete with cement on the toilet and kitchen floors before laying of khunger. The same shall be carried out on all adjoining vertical surfaces up-to height of 450 mm above the finished floor level. The application and the mix should be as per manufacturer specifications. The rate shall be inclusive of 12 mm 1:4 cement sand plaster for protection. The rate shall also include preparation of surface for painting/ laying of material. Testing will be mandatory by water ponding for at least 24 hours. The water proofing shall carry guarantee of 10 years.	Sqft	310.00		
1.04	4" Brick Wall Making: First-class brickwork in cement mortar 1:4 with RCC patli every 3ft.	Sqft	1758.00		
1.05	Wall Plaster: 12mm-15mm thick cement plaster in 1:4 ratio with a smooth sponge finish	Sqft	3516.00		
1.06	Floor Tiles Fixing: Fixing 600 x 1200mm tiles with Roff adhesive including sand, cement, and spacer joints. (Tile basic price up to ₹75/sqft included). Make : Kajaria, AGL, Simpolo / either approved by IPA.	Sqft	3741.00		

1.07	Wall Tiles: Fixing: 600 x 600mm vitrified / ceramic wall tiles with Roff adhesive / either approved by IPA . up to full ht in toilet only and in pantry above counter 2 ht . Make : Kajaria, AGL, Simpolo / either approved by IPA.	Sqft	677.05		
1.08	Making Basin Counter: Providing and fixing of granite basic price up to ₹150 /sqft included counter in toilets with M/S framing or support with under counter basin (cut out of basin area jaquar brand 420 mm minimum) granite 32 sqft in 4 washroom and pantry slab 17 sqft including slab skirting.	Sqft	56.00		
1.09	Internal Plumbing: Concealed CPVC piping (Astral/APOLO/Supreme) with Jaquar CP fittings (4 Health faucets, 4 diverters , 5 Angle wall , 4 bracket ,4 concealed , 4Bottle trap, 4 Washbasin Jali SS 304, 1 Table Top Mixture and 5 Angle Wall etc.).	Rft	278.67		
1.1	4" Dia W/C and urine Line Double 'Y': Providing/fixing PVC soil lines with GI/ PVC brackets & U-bolts required as per site. Including Scaffolding	Rft	250.00		
1.11	3" Dia washbasin and bath /Kit Line Single 'Y': PVC waste lines with GI/ PVC brackets required as per site. Including Scaffolding	Rft	250.00		
1.12	19.5 mm Dia Vertical CPVC Line: Water supply lines (APOLO/Astral/Supreme) with clamps. Including Scaffolding	Rft	350.00		
1.13	Wash basin 420mm min. : Providing and fixing Jaquar make wash basin complete with diverters/sensor faucet, CP bottle trap, waste coupling, angle valves, braided connection pipes, soap dispenser, towel ring, and all necessary fixtures and accessories required. (Product will be purchased from the outlet only) Make : Jaquar / either approved by IPA.	Nos.	3.00		
1.14	Water Closet : Providing & fixing wall-hung urinal with sensor kit, spreader and fixing accessories set complete, including sensor flush valve, installation box, control cock, waste fitting, connection pipes, brackets and all accessories required for proper functioning . (Product will be purchased from the outlet only) Make : Jaquar / either approved by IPA.	Nos.	1.00		

1.15	Water Closet : Providing and fixing Wall Hung Water Closet (EWC) of approved model from Jaquar complete with soft-close seat cover, concealed cistern, dual flush plate, mounting frame, inlet and outlet connections, all necessary fittings, fixtures, accessories, cutting, making good.(Product will be purchased from the outlet only) Make : Jaquar / either approved by IPA.	Nos.	3.00		
1.16	Door Chaukhat: Providing and fixing First Class Teak Wood Chaukhat (Door Frame) of size 100 mm x 75 mm, for 2100mm high door opening, including all necessary holdfasts, screws, fitting, polishing/oil treatment,etc. Make : Sagwan.in, ASRE Woods which will approved by IPA.	Rft	185.00		
1.17	UPVC Windows : Providing, supplying and fixing Sleek UPVC Sliding Windows with multi-chamber reinforced uPVC profiles, factory-glazed with 24 mm DGU (6 mm Toughened + 12 mm Air Gap + 6 mm Toughened) or as specified, complete with EPDM gaskets, brush seals, multi-point locking system, rollers, handles, hardware, sealant, fixing accessories, installation, testing with sound proof and commissioning, complete in all respects, Design approved by IPA. Make : Fenesta / either approved by IPA.	Sqft	186.00		
1.18	Bison Work: Applying Bison board fixing on existing window creating walls for a perfectly smooth level finish.	Sqft	191.65		
1.19	POP Ceiling Surface: False ceiling with Aluminium section 10x12 gauge perimeter channels, intermediate channels, Plaster 2-3mm, Vertical leveling with aluminium bar taped and finished. Design false ceiling as per IPA (Qty based on layout). Make : Sakarni	Sqft	3941.36		
1.2	Pop punning :Double sided pop punning on all walls Make : Sakarni	Sqft	5497.63		

1.21	Wooden wall Partition ::Providing and fixing decorative wall panelling comprising 12 mm BWP grade plywood fixed over a 50 x 50 mm framework of section at 600 x 600 mm C/C with seasoned hardwood battens/approved aluminium GI framework as required, finished with 1.0 mm MDF where required for a smooth surface, including surface preparation, primer, putty, sanding, and premium PU/NC primer with Duco finish in approved shade and sheen, complete with grooves, edge beading, necessary adhesives, screws, hardware, scaffolding, and making good all joints, complete in all respects as per approved Frame to be coated all over with 2 or more coats of viper fire retardant/ anti termite paint. All internal frame members to be screw fixed	Sqft	852.00		
1.22	Glazed Partition with Toughened Glass : Providing and fixing glazed partition using 12 mm BWP grade plywood/seasoned hardwood framework with approved finish with Duco incorporating 12 mm thick clear toughened glass panels with polished edges, fixed using wooden glazing beads, EPDM gaskets and structural silicone. The item includes all necessary SS hardware, connectors, fasteners, door frame integration (where required), cutting, fitting, finishing, and making good complete in all respects as per approved by IPA. (Partition to be measured till the ceiling height with glass till 2000 mm height from 1200 mm sill height).	Sqft	244.00		
1.23	Internal Painting: Applying Asian Paints/Dulux Plastic Emulsion (2 coats) over 2 coats Birla wall care putty & 1 coat primer on wall.	Sqft	5777.69		
1.24	Painting Work: Asian Paints Royal/Premium emulsion on ceiling areas.	Sqft	3583.06		
1.25	Glass Doors: 12mm toughened glass doors. Hardware: Dorma/Ozone concealed floor springs, patch fittings, 2ft SS D-Handles, floor locks. Door size 2100x900 mm (including MD, ED, Oter cabins)	Nos.	9.00		

1.26	Flush Doors : Providing and fixing 35 mm thick factory-made solid core flush door shutter, bonded with decorative laminate of approved shade and texture on both faces, including 1st class hardwood lipping, adhesive, edge finishing, cutting for lock and hardware, complete in all respects as per approved by IPA. Door size are 750 x 2100 mm (Including Toilets, pantry, chamber room, storage room)	Nos.	6.00		
1.27	Flush Doors : Providing and fixing 35 mm thick factory-made solid core flush door shutter, bonded with decorative laminate of approved shade and texture on both faces, including 1st class hardwood lipping, adhesive, edge finishing, cutting for lock and hardware, complete in all respects as per approved by IPA. Door size are 900 x 2100 (Including Toilets, pantry, chamber room, storage room)	Nos.	4.00		
1.28	Carting Away Debris: Tractor/Lorry trips to authorized dumping grounds.	Lorry	4.00		
2	Electrical Works				
	CONCEALED COPPER WIRING (POLYCAB / HAVELLS), are				
2.01	10 Sq.mm FRLS Copper Wire (90 m Bundle)	Nos	2.00		
2.02	6 Sq.mm FRLS Copper Wire (90 m Bundle)	Nos	4.00		
2.03	4 Sq.mm FRLS Copper Wire (90 m Bundle)	Nos	8.00		
2.04	1.5 Sq.mm FRLS Copper Wire (90 m Bundle)	Nos	20.00		
2.05	1.0 Sq.mm FRLS Copper Wire (90 m Bundle)	Nos	20.00		
2.06	0.75 Sq.mm FRLS Copper Wire (90 m Bundle)	Nos	5.00		
	MODULAR BOX, PLATE, SOCKET & SWITCHES (PHILIPS / HAVELLS)				
2.07	Power Socket & Switches	Nos	40.00		
2.08	Normal Socket & Switches	Nos	40.00		
2.09	Modular MCB	Nos	15.00		
2.1	Light Switches	Nos	82.00		
2.11	Modular Cover Plate – 3 Module	Nos	10.00		
2.12	Modular Cover Plate – 4 Module	Nos	5.00		
2.13	Modular Cover Plate – 6 Module	Nos	50.00		

2.14	Modular Cover Plate – 8 Module	Nos	10.00		
2.15	Electronic Fan Regulator	Nos	12.00		
2.16	Wall Mounted Fan, 400 mm Sweep Complete with Mounting Arrangement	Nos	5.00		
	Lighting (Orient / Havells)				
2.17	Cove / Strip Lights	Bundles	10.00		
2.18	Profile Lights LED Above Workstations	Mtr.	300.00		
2.19	Conference Room – Linear / Profile Light	Nos.	4.00		
2.2	Conference Room – Concealed / COB Light 6" (Havells)	Nos.	16.00		
2.21	Cabins – Concealed Light 4" (Havells)	Nos.	82.00		
2.22	Washroom + Pantry – Concealed Light 4" (Havells)	Nos.	16.00		
2.23	Emergency Lights	Nos.	10.00		
2.24	Passage – Concealed Light 4" (Havells)	Nos.	16.00		
2.25	Storage – Concealed Light 4" (Havells)	Nos.	8.00		
3	Material Description of MD ROOM				
3.01	Wall Tiles for Toilet: Fixing: 600 x 600mm vitrified / ceramic wall tiles with Roff adhesive / either approved by IPA . up to full height. Make : Kajaria, AGL, Simpolo / either approved by IPA.	Sqft	237.60		
3.02	Vinyl Flooring: 2mm thick heavy-duty commercial vinyl roll/plank flooring fixed with synthetic rubber adhesive.	Sqft	471.02		
3.03	Carpet Flooring : Providing and laying nylon carpet including adhesive fixing, cutting, trimming, and complete installation. Make : Interface Inc., Milliken & Company, Tarkett approved by IPA	Sqft	471.02		
3.04	MD Table : Providing and Fixing of Table size (2700 X 900x750 MM), Providing, fabricating and installing with approved design by IPA, comprising BWP grade plywood framework finished with 12 mm thick Corian solid surface (or approved equivalent) on the countertop, front fascia and other exposed surfaces as per approved drawings. The item shall include all necessary shaping, thermoforming (where required), seamless joints, edge profiling, polishing, internal supports, storage units, cable management provisions, SS hardware,	Nos.	1.00		

	adhesives, fittings, transportation and installation, Make : Corian, Hi Macs, Hanex				
3.05	Wash basin jaquar brand / either approved by IPA. 420mm minimum : Providing and fixing Jaquar make wash basin complete with pillar cock/sensor faucet, CP bottle trap, waste coupling, angle valves, braided connection pipes, soap dispenser, towel ring, and all necessary fixtures and accessories required.	Nos.	1.00		
3.06	Water Closet : Providing and fixing Wall Hung Water Closet (EWC) of approved model from Jaquar complete with soft-close seat cover, concealed cistern, dual flush plate, mounting frame, inlet and outlet connections, all necessary fittings, fixtures, accessories, cutting, making good. Make : Jaquar	Nos.	1.00		
4	Material Description of ED ROOM				
4.01	ED Table : Providing and Fixing of Table size (2400 X 900x750 MM), Providing, fabricating and installing with approved design by IPA, comprising BWP grade plywood framework finished with 12 mm thick Corian solid surface (or approved equivalent) on the countertop, front fascia and other exposed surfaces as per approved drawings. The item shall include all necessary shaping, thermoforming (where required), seamless joints, edge profiling, polishing, internal supports, storage units, cable management provisions, SS hardware, adhesives, fittings, transportation and installation, Make : Corian, Hi Macs, Hanex	Nos.	1.00		
5	Description of other areas				
5.01	Segmented workspace :, Dimension 1500 X 1500 X 600 X 750 mm made of 18mm commercial century ply with 1mm laminate century , 2mm PVC edge band. Hardware: Hettich/Godrej telescopic drawer channels, SS hinges, keyboard tray, wire managers. Make : Century, Merino, Greenply.	Nos.	4.00		

5.02	Modular Workstations : Dimension 1500 X 600 x 750mm: 18mm commercial ply with 1mm laminate, 2mm PVC edge band. Hardware: Hettich/Godrej telescopic drawer channels, SS hinges, keyboard tray, wire managers. Make : Century, Merino, Greenply.	Nos.	8.00		
5.03	Cabin table - 1800 x 900 x 750mm : made of approved quality engineered wood/MDF with laminate finish on top and vertical surfaces, including side panels, modesty panel, edge banding, necessary hardware, accessories, etc Make : Century, Merino, Greenply.	Nos.	5.00		
5.04	Reception Table - 1800 x 900 x 750mm : Providing, fabricating and installing custom-made Reception Table of approved by IPA comprising BWP grade plywood framework finished with 12 mm thick Corian solid surface (or approved equivalent) on the countertop, front fascia and other exposed surfaces as per approved drawings. The item shall include all necessary shaping, thermoforming (where required), seamless joints, edge profiling, polishing, internal supports, storage units, cable management provisions, SS hardware, adhesives, fittings, transportation and installation, etc. Make : Corian, Hi Macs, Hanex	Nos.	1.00		

**Form of Bank Guarantee
(For Performance Security)**

1. In consideration Head of Indian Ports Association (hereinafter called as "IPA") represented by its Managing Director having agreed to exempt M/s (hereinafter called "Contractor") from the demand, under the Term and conditions of contract awarded with number----- made between IPA and the Contractor for selection of _____ (hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees only).
2. We ,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the IPA an amount not exceeding Rs...../- (Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the IPA by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the IPA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IPA by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
4. We undertake to pay to the IPA any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IPA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the IPA certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged

from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the IPA but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the IPA may require.

7. We, the Bank further agree the IPA, that the IPA shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IPA against the said Contractor(s) or for any forbearance, act or omission on the part of the IPA or any indulgence by the IPA to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

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

9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the IPA in writing.

Dated the day of month of 20..... at

Name & Seal of the Bank with Date

Contract Agreement Form

(To be entered in Rs. 100/- non-judicial stamp paper)

This AGREEMENT is made on this day ofMonth of Two Thousand (, 26) between Indian Ports Association, an apex body of Major Ports constituted in 1966 under Societies Registration Act, represented by its Managing Director having its office at 1st Floor, South Tower, NBCC, Bhisham Pitamah Marg, Lodhi Road, New Delhi 110 003(herein after referred to as the Association which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

and

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS Indian Ports Association, New Delhi is desirous of the work comprising selection

WHEREAS the Contractor has offered to execute and complete such works and whereas IPA has accepted the tender of the Contractor and

WHEREAS the Contractor has furnished a sum of Rs /-

(Rupees..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Performance Security as stipulated in the bid document, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to. The following documents shall be deemed to form and be read and construed as part of this Agreement:

1. Disclaimer
2. RFP Notice
3. Introduction
4. Glossary
5. Instructions to Bidders
6. Selection Criteria
7. Scope of Work
8. General Conditions of Contract
9. Special Conditions of Contract
10. Annexures and Forms
11. Any Corrigenda / Addenda / Clarifications issued by IPA

12. Any response to Pre-Bid Queries issued by IPA
13. Price Bid
14. Work Order No.....
15. Any correspondences and documents that are touching the RFP/Contract.

The Contractor hereby covenants with IPA to develop the product in conformity and in all respects with the provisions of this Agreement.

IPA hereby covenants to pay the Contractor in consideration of such services for the “Contract Price” at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHERE OF the parties here into have set their hands and seals the day and year first written.

The seal of the Head of Indian Ports Association was here into affixed and

The thereof, has set his Hand in the presence of

Indian Ports Association

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address 2) Name & Address
.....
.....

Signed on this ____ day of _____, 2026.

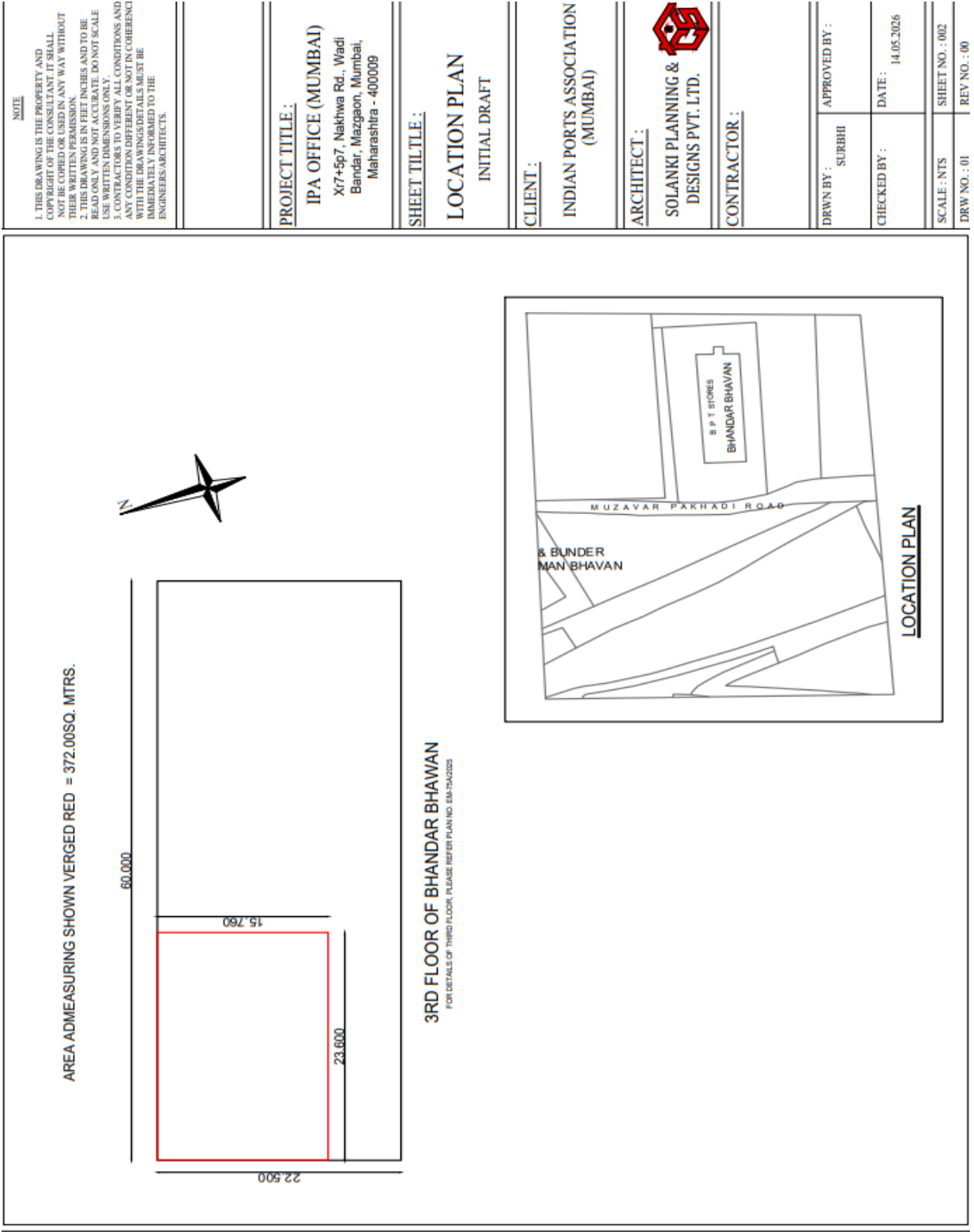
Authorized Signatory

Name: _____

Designation: _____

Organization: _____

Seal & Signature: _____



AREA ADMEASURING SHOWN VERGED RED = 372.00SQ. MTRS.

60.000

22.500

15.760

23.600

3RD FLOOR OF BHANDAR BHAVAN

FOR DETAILS OF THIRD FLOOR, PLEASE REFER PLAN NO. BM-75A2225



LOCATION PLAN

BUNDER
MAN BHAVAN

MUZAVAR PAKHADI ROAD

8 P T STORES
BHANDAR BHAVAN

75