



# **JAWAHARLAL NEHRU PORT AUTHORITY (TRAFFIC DEPARTMENT)**

## **ONLINE E-TENDER**

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for  
Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**JNP/GM(T)/ Statues & Stones /2025/ T-14**

**12/02/2025**

**GENERAL MANAGR (TRAFFIC)  
Traffic Department**

## **Disclaimer**

The information contained in this Tender Document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Jawaharlal Nehru Port Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document.

The issue of this Tender Document does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the work and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**I N D E X**

**Name of Work: - Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**Tender No.: JNP/GM(T)/ Statues & Stones /2025/ T- 14 Dated: 12/ 02/2025**

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**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

JAWAHARLAL NEHRU PORT AUTHORITY  
(Traffic)

Short e-Tender notice

JNP/GM(T)/ Statues & Stones /2025/ T- 14

Dated : 12/02/2025

Jawaharlal Nehru Port Authority invites item rate tenders "ON-LINE" from 12/02/2025 To 06/03/2025 (upto 1500hrs) from the experienced Sculptures/Artists Firm/Agency fulfilling the "Minimum Qualifying Criteria" stipulated in this tender for the work of "Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building" Time limit for completion of work is 10 Months (inclusive of mobilization period of first 15 days and excluding Monsoon period from 1<sup>st</sup> June to 30<sup>th</sup> September).

Completed tenders shall be submitted on or before 06/03/2025 up to 1500 hrs "ON-LINE" process.

Detailed Notice Inviting Tender will be available on JNPA website : [www.jnport.gov.in](http://www.jnport.gov.in) or <https://gem.gov.in>

General Manager (Traffic)

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**JAWAHARLAL NEHRU PORT AUTHORITY  
(TRAFFIC)**

**NOTICE INVITING TENDER**

**Only through E-Tendering Mode**

**E-Tendering Website: <https://gem.gov.in/>**

**Tender No.: JNP/GM(T)/ Statues & Stones /2025/ T- 14 Dated :12/ 02/2025**

On line Tenders in two stage (technical bid and price bid) are invited by Jawaharlal Nehru Port Authority, Navi Mumbai from experienced, reputed Sculptures/Artists Firm fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”

<b>Sr. No.</b>	<b>Tendering Activity</b>	<b>Start Date and Time</b>	<b>Closing Date and Time</b>
I	E-Tender for downloading (From GeM Portal)	12/02/2025, <b>12:00 hrs.</b>	06/03/2025, <b>15:00 hrs.</b>
II	Pre Tender Meeting	24/02/2025, <b>14:00 hrs</b>	
III	On-line Submission of Bid – ( Technical & Price Bid)	12/02/2025, <b>1500 hrs.</b>	06/03/2025, <b>1500 hrs.</b>
IV	Opening of technical bid online	<b>06/ 03 / 2025 at 1530 hrs.</b>	
V	Submission of original copies of EMD	12/02/2025, <b>1500 hrs.</b>	06/03/2025 <b>15:00 hrs.</b>
VI	Opening of Price Bid	Will be communicated to technically qualified bidders at later stage.	
VII	Validity of Tender	<b>120 days</b> from the date fixed for receiving the tender	
VIII	Earnest Money Deposit	<b>Rs. 8,39,000/-</b>	

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**1. Minimum Qualifying Criteria: -**

The Firm/Company, as the case may be shall fulfil following Minimum Qualifying Criteria:

The tenderer/firm who have successfully completed similar sculpting type of works for Govt. or Semi Govt. Bodies or any other organization in the past seven years. The tenderer/firm have to submit satisfactory Completion Certification, photographs, work order copies and credentials in support of their eligibility of the works executed in the past 7 years.

- a) The statues / sculptures of minimum height of 3 mtr. with design, making, supply, supervision & fixing in position shall be completed during last seven years ending last day of month previous to the one in which applications are invited should be either of the following
  - i) Three similar works, each work costing not less than Rs. 142 Lakhs.  
OR
  - ii) Two similar works, each work costing not less than Rs. 178 Lakhs.  
OR
  - iii) One similar work costing not less than Rs. 285 Lakhs.
- b) Financial Turnover:  
The tenderer should have average financial turnover during last three financial years shall be Rs107 Lakhs ending 31st March of the previous financial year i.e. 2021-22, 2022-23, 2023-24
- c) The tenderer should be in business for at least three years and should have his own registered Art studio in India. The proof of the same has to be submitted.

Note: A) The statues /sculptures means, the metal statues or sculptures of any Saint or historical personalities or known personalities or ancient warriors etc. including allied works.

B) Definition of Similar works: Sculpting type of works of the statues/ Sculptures of minimum height of 3 mtr. with design, making, supply, supervision & fixing in position for Govt. or Semi Govt. Bodies or any other organization in the past seven years.

**2. EARNEST MONEY DEPOSIT (EMD) (Refundable subject to tender conditions):**

An EMD of Rs. 8,39,000/- (Rupees Eight Lakh thirty-nine thousand only) (including GST@18%) shall be submitted in the form of Demand Draft drawn in favor of Jawaharlal Nehru Port Authority, drawn on any nationalized / scheduled bank, having its branch in Mumbai. or in the form of Bank Guarantee in favor of JNPA, drawn on any nationalized / scheduled bank, having their branch in Mumbai, The EMD shall reach to the JNPA office on or before the stipulated time & date for opening of the Bids. The DD towards EMD shall be scanned and uploaded online along with the Bid submission. The hard copy of DD towards Bid security should be submitted in a sealed envelope before closure of bid submission date and time

OR

Earnest Money Deposit (EMD) must be deposited in the JNPA SBI Bank Account No. 10072950169, IFSC Code: SBIN0007491, MICR Code: 400002122 and a Copy

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of the EMD submission details must be uploaded on the Gem Portal with details of the Party. The copy of the same should be submitted before closure of bid submission date and time.

**The tender submitted without EMD will be rejected.**

EMD is exempted for bidders as per GEM's terms and conditions subject to uploading copy of Valid requisite documents.

MSEs registered with MSME and / or NSIC (pertaining to providing the similar service) are exempted from submitting EMD / Bid Security. However, they are required to submit relevant documentary evidence to substantiate that they are MSE for the services sought by JNPA in the said tender, failing which, the bids will not be considered for opening.

The MSEs seeking exemption in payment of EMD / Bid Security are required to submit the declaration in the enclosed format **(FORMXI) as placed below:**

**FORM XI**

**DECLARATION IN CASE OF MSE BIDDERS**

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under-

- a. We are a Micro / Small Enterprise, as on bid closing date of this tender.
- b. We are a Manufacturer of the quoted supply item(s) / service provider for quoted services and valid documentary evidence for same is submitted.
- c. MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d. We declare 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.

Authorized Signatory  
(With Company Seal & Signature)

3. Tender Document having all details is available at the URL of the e-Tender Portal **<https://gem.gov.in>**. The interested parties are required to register their name on the website <https://gem.gov.in>. The tender documents are required to be submitted only through e-mode offered on the website <https://gem.gov.in>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained. The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of particular items mentioned in the tender document in order to receive the bidding document.



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4. Bidders are advised to read the entire document carefully and submit their tender/ bid strictly meeting with the requirements spelt out in the tender document. If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected. You must read clause “instruction to bidder” and submit all relevant information required strictly. Avoid submission of irrelevant papers and vague information. All the required information shall be self-explainable.
5. At any time prior to the last date for submission of tender, the employer may for any reason whatsoever, change or modify the tender documents by amendments. The amendments so carried out will be published on GEM portal only. All the probable bidders including those who have downloaded the tender document and submitted pre-bid queries will be responsible to check the website for Pre-bid replies and take into account the amendments/Clarifications displayed on the website if any while submitting bid. The amendment so carried out will form part of the tender and shall be binding upon the Bidder. The Employer may at their discretion extend the last date for submission of the tenders to enable the bidder reasonable time to submit their tender after taking into consideration such amendments.
6. Schedule of tender process is as mentioned on GEM portal only.
7. For detailed e-tendering process please follow the GEM process of e-tendering which shall be strictly followed also note relevant clauses of tender document for opening of price bid.
8. The tender document duly sealed and signed on all pages should be submitted online on or before the date mentioned on GEM portal. The filled tender form should be submitted online only as per e-tendering process. If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.
9. **Note: -**
  - i. Tender documents are to be downloaded from GEM portal by the bidder; the bidder is responsible to download Addendums / Amendments / Errata / Replies to the queries of the bidder etc., if any, issued by the employer, from the web site before submission of the tender. Any shortfall in submissions of the said Addendums / Amendments / Errata / Replies to the queries of the bidder etc. along with the downloaded documents while submitting the tender will result in disqualification of the submitted bid. Incomplete tender documents observed in technical bid shall be rejected outright.
  - ii. The bidder should go through the tender document, tender procedure, and refer the procedure stipulated for bidding.
  - iii. The bid shall be submitted online strictly in accordance with the Instructions to bidders, terms and conditions given in the tender document.

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**Tenderer shall note that SCANNED COPY OF ORIGINAL documents shall be uploaded on the GeM portal website without fail. Tender will be scrutinized on the basis of uploaded documents only.**

**GENERAL MANAGER (TRAFFIC)**

**Jawaharlal Nehru Port Authority, Sheva,  
Navi Mumbai- 400 707, India.  
Tel No. : +91-22- 6781 4182; 9526062433**

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**Tender No.: JNP/GM(T)/ Statues & Stones /2025/ T-14**

Dated: 12 / 02 /2025

To,

General Manager (Traffic)  
Jawaharlal Nehru Port Authority  
Administration Building  
Sheva, Navi Mumbai

**Name of Work:** - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”

Dear Sir,

1. We have read the whole document carefully and submitted our offer.
2. The completed Tender shall be processed through on-line procedure.
3. We are agreed that, the tender submitted after the date and time of submission, then our tender shall not be considered. Our offer is unconditional and valid for 120 days.

Thanking you,

Yours faithfully,

(Name of Bidder with Seal)

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## **2. INSTRUCTIONS TO TENDERERS**

**Name of Work:** - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”

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**2. INSTRUCTIONS TO TENDERERS**

2.1 Online Tenders (Two Bid) are invited for the work of “**Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building**”.

**IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-TENDRING**

**Tenders will be accepted only Through E-Tendering Mode. (<https://gem.gov.in>)**

**A. INSTRUCTIONS: -**

- 1) JNPA invites Tenders through online/e-tendering only.
- 2) If transactions towards EMD is not cleared by the issuing authorities, then such bidder will not be considered for further evaluations, bidder has to ensure the same.
- 3) JNPA will not entertain and will not accept any reasons for non-submission of tender due to Net Connection Failure/Current Connection Failure and any other issues while filling the tender online. Bidder shall initiate action in advance to avoid problems they may face due to failure of Net Connectivity, Power, Bank processes for EMD etc. and entire submission process shall be at their own risk. JNPA will not take any liabilities and claims for failure of Network and problem arise during submission of the tender forms online.
- 4) Tender Document having all details is available at the URL of the e-Tender Portal <https://gem.gov.in>. The interested bidders are required to register in the above website in order to obtain USER ID & Password first
- 5) The tender documents are required to be submitted only through e-mode offered on the website <https://gem.gov.in>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

**B. PREPERATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**C. SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

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bidders, opening of bids etc. The bidders should follow this time during bid submission.

The data entered cannot be viewed by unauthorized persons until the time of bid opening.

- 3) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

**D. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission, visit 'Need Help?' section on GEM portal <https://gem.gov.in>.

<b>Contact Person</b>	Shri. S. K. Kulkarni, Dy. General Manager (T-C&C)  Email ID: <a href="mailto:skkulkarni@jnport.gov.in">skkulkarni@jnport.gov.in</a>  Tel NO.: +91-22-6781 4198; 9833624394
	Shri Girish Thomas, General Manager (Traffic)  Email ID: <a href="mailto:cmt@jnport.gov.in">cmt@jnport.gov.in</a>  Tel No. : +91-22- 6781 4182; 9526062433
<b>Name of the Web site:</b>	<b>GEM Portal:</b> <a href="https://gem.gov.in">https://gem.gov.in</a>  <b>Any queries relating to the process of online bid submission or queries relating to GeM Portal may be directed to the 24 X 7 toll free Helpdesk No.: 1800 – 419 – 3436 &amp; 1800 – 102 – 3436 and mail ID <a href="mailto:helpdesk-gem@gov.in">helpdesk-gem@gov.in</a></b>

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**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

1. The tenders will be received only through e-tendering process will be considered and opened online on 06 /03 /2025 at 1530 hrs at the office of General Manager (Traffic), Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai 400 707. The Employer may at their discretion extend the date for receiving tender. Tenders received after the aforesaid time and date or the extended time and date, if any, will not be considered.
2. The tenderer is advised to acquaint himself with the job involved at the site, examine laws and bylaws of Govt. of Maharashtra or Govt. of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.
3. The Tenderers shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the tender.
4. The Tenderer and or his servants and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his servants and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his servants and agents.
5. The Tender prepared by the tenderer, all documents and correspondence in respect of or in connection with the tender and the work to be executed hereunder shall be in English Language only.
6. The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Specifications, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of tender, any amendments made there to from time to time are also part of the document who are not substantially responsive to the requirement of the tender documents are liable to be rejected.
7. Tenderer shall bear all costs for preparation and submission of his tender. Employer will not be responsible for or pay for any expenses or losses which might be incurred or suffered by any tenderer in connection with submission of tender.
8. No tender shall be considered which is not accompanied by an Earnest Money Deposit" of Rs.8,39,000 /- (Rupees Eight Lakhs Thirty-Nine Thousand Only). In the event of tenderer withdrawing his tender before the expiry of **120 days** from the last date of submission of tender, the tender shall be cancelled and the amount payable by an Earnest Money Deposit shall become forthwith payable to Employer and decision of the Employer shall be final in that behalf. The Earnest Money Deposit of unsuccessful tenderer will be discharged /returned as promptly as possible, but not later than 60 days after the expiration of period of tender validity prescribed by

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the employer. The Earnest Money Deposit in respect of successful tenderer will be released after furnishing of the necessary Performance Guarantee.

**9. Pre – Tender Meeting:-**

- 9.1 The tenderer or his official representative is advised to attend a Pre- Tender meeting which will be convened at the office of the General Manager (Traffic)
- 9.2 The purpose of this meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.3 The tenderer is requested to submit any question online on E-mailid: [cmt@jnport.gov.in](mailto:cmt@jnport.gov.in), [skkulkarni@jnport.gov.in](mailto:skkulkarni@jnport.gov.in) in writing and to reach before the Pre–Tender meeting. The queries / clarifications received after Pre- Tender meeting will not be entertained. No oral/telephonic conversation queries will be entertained.
- 9.4 Pre- tender clarifications to the questions raised in the pre-tender meeting will be uploaded on GeM Portal. Any modification of the tender documents, which may become necessary as a result of the pre-tender meeting, shall be made by the Employer exclusively through the issuance of an addendum. The responsibility of downloading from portal fully lies with the Tenderer.
10. The tenderer shall submit with his tender Permanent Account Number (PAN), GSTIN no.,
11. The tenderer must use metric units in the specifications and on all the drawings.
12. The Tenderer shall quote realistic rates in respect of works to be executed by him. The rates shall be firm and no increase or decrease in prices will be accepted after award of work.
13. JNPA reserve their right to reject all or any tender without assigning any reasons or to accept any tenders in part and does not bind themselves to accept the lowest or any other tender. No reasons will be assigned for the rejection of any tender.
14. The Tender shall remain valid and open for acceptance for a period of **120 days** from the date fixed for receiving the same. The Employer reserves his right to extend the period of validity for a specific time. The Tenderers will have an option to refuse the request without forfeiting his tender security. However, in the event of the tenderer agreeing to the request, he will not



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be permitted to modify his tender. In the event of the tenderer agreeing to the extension, the Tenderer shall correspondingly extend the validity of his tender security.

**15. Eligibility and Qualification Requirement:**

1. To be eligible for award of contract tenderer shall provide evidence, satisfactory to the Employer of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to documents evidencing fulfillment of all the minimum qualifying criteria as stipulated below.

The tenderer shall also submit following information.

- a) Copies of original Documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- b) Details of the experience and past performance of the Tenderer on works executed within the past ten years, and details of current work in hand and other contractual commitments in the format prescribed in Schedule C & D respectively of the Tender Documents.
- c) Qualifications and experience of the key personnel in the format prescribed in Schedule E of the Tender Document.
- d) Reports on the financial standing of the Tenderer including profit and loss statements, balance sheets and auditor's reports or Chartered Accountant's certified certificate for the past three years.
- e) Information regarding any current litigation in which the Tenderer is involved.

For determination of eligibility and responsiveness the tenderer shall satisfy the following criteria.

**A) WORK EXPERIENCE:**

The Firm/Company, as the case may be shall fulfil following Minimum Qualifying Criteria:

The tenderer/firm who have successfully completed similar sculpting type of works for Govt. or Semi Govt. bodies or any other organization in the past seven years. The tenderer/firm have to submit satisfactory Completion Certification, photographs, work order copies and credentials in support of their eligibility of the works executed in the past 7 years.

- a) The statues/Sculptures of minimum height of 3 mtr. with design, making, supply, supervision & fixing in position shall be completed during last Seven years ending last day of month previous to the one in which applications are invited should be either of the following
  - i) Three similar works, each work costing not less than Rs. 142 Lakhs.
  - OR
  - ii) Two similar works, each work costing not less than Rs. 178 Lakhs.

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OR

iii) One similar work costing not less than Rs. 285 Lakhs.

b) Financial Turnover:

The tenderer should have average financial turnover during last three financial years shall be Rs. 107 Lakhs ending 31<sup>st</sup> March of the previous financial year i.e. 2021-22, 2022-23, 2023-24

c) The tenderer should be in business for at least three years and should have his own registered **Art studio in India**. The proof of the same has to be submitted

Note: 1. The statues/ sculptures means, the metal statues of any Saint or historical personalities or known personalities or ancient warriors etc. including allied works.

2. Definition of Similar works: Sculpting type of works of the statues/ Sculptures of minimum height of 3 mtr. with design, making, supply, supervision & fixing in position for Govt. or Semi Govt. Bodies or any other organization in the past seven years.

- 16 At any time prior to the last date for submission of tenders, the employer may for any reason whatsoever change or modify the tender documents by amendments. The amendments so carried out will be uploaded on the portal. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Employer may at their discretion extend the last date for submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into consideration such amendments.
- 17 Tender shall be prepared, signed and submitted only by that Firm / Corporation in whose name the tender documents are downloaded. The tenderer shall submit complete tender and shall be without alterations, interlineations or erasures except those to accord with the instructions issued by the employer or as may be necessary to correct errors made by the Tenderers. All such cancellations, alterations or amendments shall be initialed by person or persons signing the tender.
- 18 **The Bid** (Two Stage E – Tender System) Technical Bid & Price Bid

The bidder has to submit following applicable documents in the Technical Bid.

❖ Profile of the bidder on the letter head:

- Sculptor should possess a Qualification in sculpture and modelling from a recognized institution.

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- The sculptor with J.D. Art (Sculpture) degree holder will be preferred.
- Satisfactory Certification, photographs, work order, completion certificate of the works executed by the sculptor in the past 10 years shall be submitted.
- Sculptor should have completed similar sculpting type of works for Govt., Semi Govt. or any other institutes/organisation, previously.
- Sculptor should have his own studio in India.
- Sculptor should have worked on sculptors in bronze medium.
- The Sculptors firm should be a registered one.

**A) Technical Bid**

This contains the following information:

1. Scanned copy of Earnest Money Deposit" of Rs.8,39,000 /- (Rupees Eight Lakhs Thirty-Nine Thousand Only). In the form of Demand Draft drawn in favour of Jawaharlal Nehru Port Authority from any Nationalized /Scheduled bank having its branch at Mumbai or as mentioned in NIT.
2. Tenderer should submit copy of PAN card or in case PAN is not available, tenderer should produce acknowledgement for filing application for PAN with GIR No.
3. Information regarding any current litigation in which the tenderer is involved, if any.
4. Power of attorney for the signatory for the tender and carrying out the works when awarded.
5. Covering letter declaring the offer to be unconditional, having no deviation and confirming its validity for 120 days.
6. All pages of the Tender document shall be duly signed by the Tenderer
7. Tender form and Bill of Quantities shall be duly filled & signed by the Tenderer as prescribed in the Tender document.
8. Overwriting in the Tender documents is not permitted; cuttings, if any, will be duly authenticated by signatures of the Tenderer.
9. All relevant documents pertains to experience and financial turnover i.e. audited balance sheet Profit-Loss statement account along with auditor's report as applicable under provision of IT Act along with certificate of turnover for last three

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years by Chartered Accountant (CA) specifying UDIN number, to meet minimum qualification criteria, with attested copies by the Gazetted Officer.

10. The self declaration regarding the bidder is not debarred from bidding by any government agency/PSU.
  11. Copy of legal status of the bidder & Registration Certificate with State/Central Govt/PSU (if any).
  12. GSTIN Registration certificate.
  13. Integrity Pact
  14. Non Disclosure Agreement
  15. No counter conditions by the tenderers are permitted.
  16. RTGS Details in requisite format.
  17. Sculptor should have his own studio in India.
19. **Price Bid**
- The filled price bid (BOQ) prepared shall be uploaded by on line procedure. No separate price bid /indication of price should be submitted / intimated to this office in hard copies, if so the offer of such bidder shall be outright rejected.

**A) The Tenderer should note the following procedure carefully: -**

- i) Tenderer should not indicate his cost offer anywhere directly or indirectly in Technical Bid.
- ii) The tenderer should quote for the work as per Technical scheme and design and scope of work as specified in tender document.
- iii) The Tenderers should ensure that their tender is received online at JNPA before the expiry of the specified time limit.
- iv) No delay on account of any cause will be entertained for the late receipt of tender.

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**B) The Tenderer should note the following before quoting the offer:**

- a) If the contractor has executed the works in Private Sector, then they have to submit tax Deduction at Sources (TDS) Certificate.
- b) The completed works only is considered for qualification. Party completed works or works in progress shall not be considered for qualification.
- c) In case of any contract having material and labour components are controlled at different heads, in such cases the value of work indicated in work order and respective completion certificates only considered for experience.
- d) If the tenderer have successfully completed the work (date of completion of work i.e. physically / actually completion irrespective of maintenance period) during last 10 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement /start of work. Such experience of work is also considered for evaluation in work experience.
- e) Once after uploading of the bid by the tenderer, it will not be permitted to withdrawn the same. If any instructions are received from the tenderer to withdraw the submitted bid on or before the scheduled date and time of tender opening, their bid shall be opened and Earnest Money Deposit submitted shall be forfeited. Subsequently their offer shall be treated as non-respective and disqualified.
- f) Any instructions received from the tenderer after opening of the bids such as withdrawal of bid / modification of bid etc. Such instructions shall not be considered and their bids shall be evaluated as per tender conditions.
- g) All the documentary evidence submitted in respect of MQC (hard copies) shall be attested by the Notary/Gazetted Officer /Special Executive Officer. (If JNPA want to visit the site for verification which was completed by Tenderer & claimed for MQC, Visit will be arranged by Tenderer with his own cost).
- h) If the work is completed successfully and contract is under maintenance period, such works are considered as a completed works for evaluation purposes.

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- i) If the contractor is having financial turnover for last three years i.e. (Financial year 2021-22, 2022-23, 2023-24) then it will be assumed that they are in the business for three years as required in MQC.

20. **Opening of Tender** :

**The on-line technical bids of all the Tenderers will be opened on line by the representatives of General Manager (Traffic), Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai 400 707 on 06 /03 /2025 at 1530 hours.**

Conditional Tender will be rejected outright considering it as non responsive offer and Tender will be liable to be rejected outright if it is found that;

- i) The Tenderer proposes any alternation in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.
  - ii) Any of the pages of the tender in upload copy are not initialed by the tenderer.
  - iii) All corrections are not initialed by the tenderer.
21. After the public opening of Tenders, information relating to the examination, clarification, evaluation and comparisons of Tenders and recommendations concerning the award of contract shall not be disclosed to Tenderers or any others. Any efforts by the tenderer to influence the Employer, in the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in the rejection of the tenderer's tender.
22. To assist in the examination, evaluation and comparison of tenders, the employer may ask tenderers, individually for clarifications of their tenders. The request for clarification and the response shall be in writing or by cable or by telex, but no change in price or substance of the tender shall be sought, offered or permitted nor the tenderer be permitted to withdraw his tender before the expiry of the tender validation period.
23. The employer will determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause a substantially responsive tender is one which interalia conforms to all the terms, general conditions and specifications of the tender documents and Technically suitable. A tender which, in relation to the cost estimates of the Employer is seriously unbalanced may be rejected or considerations are entirely jurisdiction of JNPA.

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24. Tenders determined to be responsive will be checked by the Employer for any arithmetical errors in computation and summation as under:
- i) Where there is discrepancy between amounts in figures and words, the amount in words will govern; and
  - ii) Where there is a discrepancy between the unit price and total amount derived from the multiplication of the units price and the quantity, the unit price as quoted will govern.
25. Prior to the expiration of the prescribed period of tender validity or such extended period the Employer will notify the successful tenderer, confirming in writing by email that his tender has been accepted. The notification of award will constitute the formation of the contract. Upon the furnishing by the successful tenderer of a Performance Security in accordance with the provisions of General conditions of contract, the Employer will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful.
26. All costs, charges and expenses including stamp duty in connection with contract as well as preparations and completion of agreement shall be borne by the tenderers.
27. The contractor shall, in accordance with the requirement of the Employer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works.
28. **Criteria for Evaluation:**
- Technical Proposal Evaluation for the purpose of Qualification, the Bidders should satisfy the minimum eligibility criteria as prescribed in "Notice Inviting Tender".
- In addition the Bidder may note the following.
- a) Details in respect of Clause 15 (A) are required to be furnished.
  - b) JNPA would evaluate the Technical Proposal in order to qualify Bidders. Bidders who qualify the minimum eligibility criteria as brought out in the Notice inviting Tender and as detailed only will be considered for Financial Proposal evaluation.

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29. **Site Visits:** The Bidder has to examine the site condition as is where basis and has to understand the assignment and the local conditions. Their representative may visit to the project site before submitting a proposal and for preparation of presentation etc at their own cost.

**3. APPENDIX**

**IMPORTANT CLAUSES**

<b>Description</b>	<b>Remarks</b>
Mobilization period	15 days
Time of completion	10 Months (inclusive of mobilization period of first 15 days and excluding Monsoon period from 1 <sup>st</sup> June to 30 <sup>th</sup> September)
Amount of Performance Security	10% of contract award price.
Minimum amount of third party insurance	Rs. 5 lakhs for any one party incident with provision for reinstatement to the above value after every incident.
Supply of material	All the materials required for execution of work are to be arranged only by the tenderer
Water supply	On chargeable basis
Power supply	On chargeable basis
Variation Limit	+/- 10% of the contract award price
Quarry material and royalty payment	If any increase / decrease in government royalty charges after submission of bid ,same shall be reimbursed/recovered from the contractors due payment
Escalation	No escalation shall be paid as per this clause.
Time within which payment to be made after certification of all bills by the Engineer-in-charge	30 days



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<b>Description</b>	<b>Remarks</b>
Minimum amount of interim certificate	As per approved billing schedule.
Limit of retention money	5% of the contract award price.
Percentage of retention money	10% of the bill amount
Amount of Liquidated Damages	0.5 % of the contract cost per week + Applicable GST (Schedule G) ,
Limit of Liquidated Damages	5% of the contract award price.
Period of maintenance	Five years after completion of the work

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**4. CONDITIONS OF CONTRACT**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

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**4.0 CONDITIONS OF CONTRACT**

**4.1 Payment Schedule**

Based on the work being executed by Sculptor the payment for the said work shall be done in five stages as mentioned below.:

1. 20% upon Approval of Clay Model by Competent Authority.
2. 35% upon Completion of Fibre Casting.
3. 20% upon Completion of Bronze Casting.
4. 15% After Receipt at site in totality.
5. 10% upon Completion of Erection & Fixing of Statue in place.

Contractor shall, on submitting the bill for the items of works, be entitled to receive a payment proportionates to the part thereof as approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the same shall be final and conclusive. The contractor shall receive the payment within 30 days after checking and certification of bill by the Engineer-in-charge.

**4.2 Currency**

All rates in the Bill of Quantities shall be priced in Indian Rupee Currency. Payments as due under the contract shall be made by the Employer in Indian Rupees only.

**4.3 Retention Money:**

10 % of the amount due on each Interim Certificate will be deducted, subject to the maximum of 5 % as indicated in the Appendix to Tender.

**4.4 Refund of Retention Money:**

One half of the retention money shall become due and shall be paid to the contractor when the Employer shall certify in writing that the work has been substantially completed and the other half shall be paid to the contractor at the expiration of the period of maintenance and after satisfactory maintenance certificate has been issued by the Employer notwithstanding that at such time there may be outstanding claims by the contractor against the Employer and provided always that if at such time there shall remain to be executed by the contractor any works ordered during such period the Employer shall be entitled to with hold payment until the completion of such works or so much of the second half of the retention money as shall in the opinion of the Employer represent the cost of the works so remaining to be executed.

**4.5 Performance Security: -**

Within twenty one days of the receipt of the notification of the award of contract from the Employer, the successful tenderer shall furnish to the Employer a security in the form of a Bank Guarantee of a Scheduled Bank, having its branch at Mumbai for an amount equivalent to 10% of the contract award price plus applicable GST as per draft annexed hereto guaranteeing the performance of the contract For each part separately. Failure of the successful tenderer to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the contract and enforcement / encashment of Bank

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Guarantee for the tender security. The performance security will remain in force until the satisfactory completion of the contract, including the maintenance period and will be discharged thereafter as indicated below. The obtaining of such guarantee and the cost of guarantee to be so entered into shall be at the expense in all respects of the contractor. The submitted Earnest Money of successful tenderer shall be released after submission of performance guarantee. **After satisfactory completion of work the bank guarantee of 10% shall be released. The bidder shall have to submit fresh BG for maintenance period amounting to 5% of quoted cost and this BG shall be valid for 5 years i.e. upto maintenance period.** After successful completion of maintenance period the BG shall be released.

**4.6 Signing of Agreement:**

Upon the receipt of the notification of award by the successful tenderer shall prepare a draft of the agreement and submit the same to the Employer within two weeks of the date of receipt of notifications of award. The employer shall return the draft duly approved within ten days from the receipt of the draft and the successful tenderer shall get the same engrossed, have the correct amount of stamp duty adjudicated by Superintendent of Stamps Mumbai and thereafter return the same duly signed and executed on behalf of the successful tenderer, all at his own cost within two weeks from the receipt of the approved draft.

**4.7 Commencement and Execution:**

The Contractor shall commence the work within **15 days** for each part or entire work from the date of issue of acceptance letter by the Employer and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct. The overall completion period of this contract shall be **10 Months** (inclusive of mobilization period of first 15 days and excluding Monsoon period from 1<sup>st</sup> June to 30<sup>th</sup> September). The period of **15 days** after the date of issue of acceptance letter is deemed as period of mobilization.

**4.8 Insurance for personal Injuries:**

The contractor shall at his own costs and expenses obtain and shall cause any sub-contractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such sub-contractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such sub-contractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/ policies as and when required by the Employer.

**4.9 Third Party Insurance:**

Before commencing the execution of the work the contractor (but without limiting his obligations and responsibilities under clause 70 hereof) shall insure in the joint names of the employer and the contractor against any damage or loss or injury which may occur to any property or to any person (including property and employees of the employer) by or arising out of the execution of the works or temporary works in the carrying out of the contract. Such insurance shall be effected with an Indian Insurance Company and in terms approved by the

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employer (which approval shall not be unreasonably withheld) and for at least the amount shown in the Appendix to the tender and the contractor shall have to produce to the Engineer-in-charge the policy or policies of insurance and the receipt for the payment of the current premiums.

**4.10 a) Form of Bill:**

The Contractor shall submit all the bills on the printed forms to be had on application at the office of the Engineer-in-charge and the amounts in the bills shall always be entered at the rates specified or decided as per the "Contract" or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the Contract at the rates herein after provided for such work. GST, if applicable, the taxable amount should be separately shown in the Invoice along with GSTIN Number.

**b) Interest:**

No claim of interest will be entertained by the Employer with respect to any money or balances which may be in its hands owing to any dispute between itself and the Contractor or with respect to any delays on the part of the Employer in making interim or final payment or otherwise.

**c) Final Bill:**

When the Engineer-in-charge has granted a certificate of completion for whole of the work under Clause of the General Conditions of Contract, and when the final sum has been ascertained (that is to say the gross payment for the completion of the whole of the works) due to the Contractor, the Engineer-in-charge shall after allowing for the amount of all previous certificates and after determining and allowing for any sum due to the Employer by the Contractor for delay and after allowing for all other payments due from the Contractor may recommend to pay the balance due to him after necessary deductions etc.

**d) Engineer-In-Charge's power to correct/modify certificates:**

The Engineer-in-charge shall make any corrections or modifications in any of the previous certificates issued by him or by his representative and Engineer-in-charge shall have power to with-hold approval of any certificate if the works or any parts thereof are not being carried out to his satisfaction.

**4.11 INTEGRITY PACT:**

**INTEGRITY PACT IN JAWAHARLAL NEHRU PORT AUTHORITY:** The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity, and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover

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every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs.1.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and Jawaharlal Nehru Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with JNPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e., final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in bid document. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Ms Smita Srivastava has been appointed IEM by JNPA from 2024.

For this tender:

- a. The bidder has to execute Integrity pact agreement with JAWAHARLAL NEHRU PORT AUTHORITY (As per Form) Ms Smita Srivastava been nominated as Independent External Monitor for Integrity Pact whose address is as under:  
Address: Flat 9B, Shatabdi Vihar, Plot E-15, Sector 61, NOIDA,  
  
Gautam Budha Nagar-201307 (U.P.). Mob. No. +91 – 9013853676.  
  
Email: [smitasrivastavairs@gmail.com](mailto:smitasrivastavairs@gmail.com)
- b. Scanned copy of Pre-Contract Integrity Pact Agreement is to be uploaded along with the bid. Original hard copy of Pre-Contract Integrity Pact Agreement shall be submitted by post or hand delivery immediately after closing date of online E-tender failing which tender shall be considered irrelevant.
- c. The PROFORMA OF INTEGRITY PACT available at Annex-6 is an integral part of the tender document and all bidders have to execute the same and upload online and submit the original during bid submission. In case a bidder does not execute the integrity pact, his bid shall be liable for rejection.

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**4.12 Confidentiality and Non-Disclosure agreement**

Except with the written consent of JNPA, the successful Bidder and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project execution or the services rendered, this contract or JNPA's Business Operations nor shall the Contractor/Contractor and its Personnel make public the recommendations formulated in the course of, or as a result of the services. However, in case of requirement of sharing of critical business/technical information with third party, a Non-disclosure agreement shall be signed between authorized official of the successful Bidder and JNPA as per the Annex-5 of the Bid document.

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**5.SITE INFORMATION**

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**5.. SITE INFORMATION**

**5.1 Contractor's Responsibility:**

The information supplied hereinafter and provided elsewhere is given in good faith but the Contractor shall satisfy himself regarding all aspects of weather, metrological, wind, waves, tides, currents, geological and other relevant data site conditions and no claim will be entertained due to any error or deficiency on the plea that the information supplied by the Employer is erroneous or insufficient.

**5.2 The Site:**

The world trade Centre is situated in South Mumbai. Mumbai Harbour is located at latitude 18°54' N and longitude 72° 49' E along the West Coast of India, protected by the main land of India on its east and the Mumbai peninsula on its west. Jawaharlal Nehru Port is located along the eastern shore of Bombay Harbour on the east side of Elephanta Island at latitude 18°55'80"N and longitude 72° 49' 39" E.

Nhava and Sheva, originally islands, are now connected to the main land by roads, across the mud flats which surround them. The road to Nhava was constructed to serve the Oil and Natural Gas Commission's facilities located at the North Western tip of the island.

Between Nhava and Sheva is a shallow creek, the major portion of which dries out at low tide. The mud flats between Sheva and the main land were used as salt pans. Both islands of Nhava & Sheva are basically hilly out crops with peaks rising to about + 50M.

**5.3 Datum:**

The datum to which all levels shall be referred for the purpose of the works is the Mean Sea Level. The Chart Datum (0, 00) is 2.51 Meters below Mean Sea Level.

**5.4 Temperature and Relative Humidity:**

The Region experiences moderate temperature variations, the mean dry bulb temperature in the hottest in (May) and coldest (Jan) months being 30.3°C and 23.9° C. The mean annual daily maximum and minimum temperatures are 31°C and 23.6°C. In recent years this region has experienced high temperature up to 36°C and low up to 12°C. The relative humidity is moderate to high and varies between 62% and 85%.

**5.5 Rainfall:**

Rainfall mainly occurs in Mumbai during the South West monsoon in the months of June to September. The mean annual rainfall in the wettest months is 526 mm and the driest (Over the months of (June, July and August), is 94.3 mm over the last 97 years. The rains intensity during 1990 & 1996 had crossed the earlier records and have extended to October also.

The rainfall observed in Panvel area during the whole rainy season in the 5 years is as under:

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2018	:	2076 mm
2019	:	3366 mm
2020	:	3325 mm
2021	:	2934 mm
2022	:	2367 mm

The tenderer is hence required to keep this in mind, plan and progress with the work. The construction schedule / deployment labour / equipment shall hence accordingly be dovetailed, and or extension / claim shall be entertained on the plea of rains, or extended rain or higher intensity of rains. The Tenderer should identify / indicate what works he plans to progress in monsoon season.

**5.6 Wind and Tides:**

The region generally experiences a regular seasonal wind variation and predominantly subject to the influence of the South West monsoon winds lasting from the middle of June till about the end of September, where after, fair weather sets in. In general wind directions vary from North West during the winter and summer season is however, now as uniform as during the monsoon period.

Calm wind (mean speeds ranging from 8.2 km/hour in the fair weather period to 14.8 km/hour in the monsoon period), generally prevails in the mornings only. Wind speeds are in the range of 1-19 km/hour for most part of the year except for occasional short duration winds of magnitude limited to about 60 kms/hour.

**Seasonal Wind Variations-**

Months	Directions	Speeds
Feb-May	Mainly from W.N.W	(Max.14.44 Km/Hr to Minimum 7.22 Km/Hr.
June- Sep	Mainly from W.S.W	(Max.39.852 to Minimum 15.343 Km/Hr)
Oct-Jan	Mainly from N.N.W	(Max.14.44 Km/Hr to Minimum 7.22 Km/Hr)

The tide level data with reference to Chart Datum is given below:

Highest recorded	:	+ 5.38 M
MSL	:	+ 2.51 M
MHWS	:	+ 4.42 M
MHWN	:	+ 3.3 M
Highest LW	:	+ 2.74 M
MLWN	:	+ 1.85 M

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MLWS : + 0.76 M

Lowest LW : - 0.44 M

The above tide levels are at Mumbai Port. The tidal range at Nhava Sheva Port site is expected to be larger. The MHWS are likely to be + 4.60 M and 0.69 M respectively.

**5.7 Visibility:**

From November to March smog hangs over the land around Mumbai. This happens only for short periods, most often shortly after sunrise but occasionally in the evening. Visibility is generally good for most part of the year, the number of days on which visibility is poor being negligible.

**5.8 Cyclones:**

Severe tropical storms with wind speeds of over 150 kms /hour occur in the Arabian Sea, generally during May/ June and October /November. The last severe cyclonic storm was experienced in 2020. Occasionally, sudden high winds also occur during the fine weather period from NW.

**5.9 Currents:**

The currents in the Mumbai Harbour and in the near shore zone, are tide induced with reversal at high and low waters. The current strengths in the Mumbai estuary are of the order of 0.75 m/s to 1.5 m/s (1.5 to 3 knots). The current in the creeks are also affected by the freshets which results in not only increasing the strength of ebb current but also limiting the propagation of the tide upstream.

**5.10 Waves:**

The National Institute of Oceanography (NIO) have compiled and published wave data for the entire coastline of India in the form of a 'Wave Atlas' The monthly wave rose diagrams published in the 'Wave Atlas' for the area from latitude 15 N to 25 N and longitude 70 to 75 E shows that during monsoon period the predominant wave directions are from Southwest to West. During this period, waves of 4-5 m height normally occur; however, waves upto 8.0 Mtrs in height and period of 14 seconds have also been reported. October and November are transition months during which the predominant wave direction changes to North to Northeast. During December and January the waves mainly occur from North to Northeast and from February to May waves predominantly come from the North West quadrant.

The above information is given only for the guidance of the contractor and the Employer is not responsible for correctness thereof. The Contractor shall conduct all necessary confirmatory field tests to satisfy himself regarding the actual soil conditions. No claim whatsoever will be entertained if soil conditions different from those indicated in the tender document are met with in the execution of the works.

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## **6.SCOPE OF WORK**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

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**6. SCOPE OF WORK**

**Brief Description:**

- 6.1 The work is to be carried out in the vicinity of JNPA Administration building Two standing statues at below Administration Building, One near Shiv Mandir talav & one in Garden behind CPP. (Location and basic structure will be provided by JNPA).

Only those bidders, who are shortlisted after evaluation of the documents /details submitted by them as above, will be asked to give presentation on the specified date time and place (part of technical Bid) of their concept for Mural work, Painting and sculpture with the help of adequate and specific details before the Evaluation Committee by the JNPA.

The JNPA has liberty to accept the design concept presented during the bidding process by the applicants entirely or partially change the design concept presented during technical bid after award of the Art work assignment. Nothing shall be paid extra on this account. The design concept submitted by the bidders during the bid process is only for the purpose of evaluation and finalization of this bid.

This work includes Preparation and submission of concept plan on minimum scale of 1:50 as per the proposed theme, suggesting materials to be used, method of execution and time for completion of actual execution. However, the time finalized by the JNPA shall be final. The scope of work also include

- a. Preparation and submission of preliminary full scale design based on the concept approved by the JNPA.
- b. Obtaining approval in respect of the preliminary full scale design of the art works from the competent authority of GoM/JNPA.
- c. Preparation and finalization of approved full scale design/drawing for actual execution.
- d. Advice and Educate the JNPA in respect of the art works whenever required between the award of works and satisfactory completion of works.
- e. Actual execution of the art works as per approved full scale design and supervision of the execution of the art works at site.

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

Material of Art programme may be selected from the following or as approved by the JNPA.

1. Mural Work: Mural work means murals of ceramic/mosaic fiber glass or metal (bronze, stainless steel of suitable grade, stone carving in marble/ granite/Terracotta at specified locations shown in drawings).
2. Sculpture: Sculpture shall be made of the material like Gun metal, Bronze, Brass etc. as per tender specifications.
3. Painting work: Painting work means Canvas Painting with acrylic/ Oil. Painting on Hand made paper/cloth sheet with water colour, graphics on hand made paper /cloth sheet. The quoted cost shall include suitable frame covered with first quality 3 to 4 mm thick toughened glass.

The prepared statues shall be installed on the structure by the agency. Bidder has to prepare presentation for the same and shown to the JNPA during technical scrutiny. Cost for the expenses is included in the quoted cost.

**4. Scope of Conceptualization and Execution:**

Conceptualize the Art programme theme contemporary/modern/ historical in form of mixed media art, sculpture work, Mural work and wall paintings etc and procurement, production, preparation installation of sculpture, Mural work, Art work, paintings including all required materials, Labour, Tool & Plants, machinery, transportation, installation.

5. Prototype fiber models of proposed statues are to be submitted at bidders cost, on or before the date of opening of Technical Bid.
6. The JNPA's decision of selection of theme, sample, shape, type of statues will be final and binding on the bidder.
7. JNPA reserves the right to reject any or all samples without giving any reason.
8. Tentative size of art (Sculpture/Paintings/Mural work) is as per schedule mentioned in

However, these are only indicative and artist/firms will require submitting their suggestion for Sculpture/ painting/Mix Media Art work/Mural work. The work shall be carried out at site for Design, Supply and installation of four Statues of Saints and stones for Bharud/ Ovi.

All four Statues of Saints in Bronze casting art work and Stones for Bharud/Ovi or Abhang. Stone in FR (Fire Retardant), Synthetic stone effect with carving and letter engraving shall have warranty for a period of **at least 5 years**. The repairing / replacement, if any, during the warranty period, must be done free of charges, within 7 days. (Necessary Agreement of draft approved by the JNPA shall made on judicial stamp paper of Rs.100 /- after final completion of the statue.)

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

- 6.2 The works comprises supply of Labour, materials, tools and all such things required for proper execution of the works of this tender.
- 6.3 The work is to be carried out as per prior approved programme.
- 6.4 Contractor has to appoint Technical Expert as per Tender condition (**Sculptures / Architect**) for detailed design, supervision and measurements of the work. The Contractor has to carry out the work as per direction of the JNPA officials.

Detailed Drawing / Good for Construction Drawings (GFC)/Shop Drawings shall be prepared by Contractor.

Construction methodology, structural arrangement to arrive at the most economic design shall be prepared by Contractor. Final BOQ with approved drawings shall be prepared by contractor & got approved from JNPA.

Project implementation schedule, identify various activities and sub- activities including critical path shall be prepared by Contractor.

Preparation of general arrangement drawings of the proposed statues shall be prepared by Contractor.

**The deputed members of Jawaharlal Nehru Port Authority will visit the Sculptor's studio for clay model approval, then one deputed expert member of Director, office of the Directorate of Art, Maharashtra State will visit the Sculptors studio for clay model approval. The expenditure of the travelling and stay of Directorate of Art expert member will be paid by sculptor to whom the work will be allotted.**

- 6.5 The Contractor has to attend the progress review meeting with JNPA officials and Architect as planned.

**Scope of work comprises as under:**

The scope of work includes the **Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building** strictly as per the items specified in Bill of Quantities and as directed by Architect in consultation with Engineer - In-charge.

JNPA Shall appoint expert Agencies if required for PMC/Architectural / Land / J J School of Arts, Mumbai & the contractor shall co-ordinate with these Agencies for proper execution, quality control & Assurance and follow their instructions with the approval of employer. Decision of Expert Agency/JNPA will be binding on Contractor.

Contractor has to obey the rules and regulations of Port and carry out the work without disturbing the functioning of other offices and port operations.

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

The contractor shall provide technical assistance and furnish information as may be required by the employer in connection with audit comments and queries from Central Vigilance Commission, Government of India and any other statutory bodies etc.

If any dispute arises while carrying out the work, the decision of General Manager (TRAFFIC), JNPA shall be binding on the contractor.

After completion of work, Contractor has to clean the site, shift the debris to the designated location hand over the site to JNPA. Operation & Maintenance period is Five years. During maintenance period if any damages need to be rectified by the contractor with own cost.

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**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

## **7. TECHNICAL SPECIFICATIONS**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**7. TECHNICAL SPECIFICATIONS & WORKMANSHIP**

1. Saint Shree Namdev Statue of height of 20 feet in standing posture "Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and strong fixtures, fastenings etc. complete with Base foundation and Pedestal.
2. Saint Shree Tukaram Statue of height of 20 feet in standing posture "Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and strong fixtures, fastenings etc. complete with Base foundation and Pedestal.
3. Saint Shree Dnyaneshwar Statue of height 5 feet with Meghadambari in seating posture Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and strong fixtures, fastenings etc. complete with Meghadambari and Base foundation.
4. "Saint Shree Eknath Statue of height 5 feet with Meghadambari in seating posture" Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and strong fixtures, fastenings etc. complete with Meghadambari and Base foundation.
5. Stone in FR (Fire Retardant), Synthetic stone effect with carving and letter engraving 16 nos. alongwith engraved write up of Bharud/Ovi or Abhang shall be installed at 4 places nearby the Statue. The Bharud/Ovi or Abhang shall be given by JNPA to the contractor for engraving on Stone.
6. Preparation of mural & Mural work means murals of ceramic/mosaic fiber glass or metal (bronze, stainless steel of suitable grade, stone carving in marble/ granite/Terracotta at specified locations shown in drawings).
7. Preparation of painting & Painting work means Canvas Painting with acrylic/ Oil. Painting on Hand made paper/cloth sheet with water colour, graphics on hand made paper /cloth sheet. The quoted cost of the painting shall include suitable frame covered with first quality 3 to 4 mm thick toughened glass.

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**8. Method to be adopted for preparation of statue is as follows:**

- Clay Model
- P.O.P. Model
- Wax Model
- Pouring of liquid bronze followed by oxidation coating.

The alloy to be used for preparation of statue may be composed of the metal as mentioned below:

- Copper = 85%, Zinc , Lead and Tin metal = 15%
- Permitted variations = +/- 5%

Placing and fixing of the statue on the prepared foundation base shall be the sole responsibility of the sculptor. Sculptor shall submit the detail methodology of Installation & commissioning of statue at required position before fixing.

9. Supporting steel structure shall be made up of Hot dipped galvanized as per specification BSEN ISO 1461.and Hot deep internally and externally having uniform thickness of 85 microns. The nut bolting used shall be of Stainless steel only. Successful tenderer shall have to arrange for inspection of Hot Dipped Galvanisation process and thickness measurement at his own cost. Necessary certificate shall also be submitted for Hot Dipped Galvanisation.

10. The Statues and structure must be able to withstand wind speed upto 50 m/s (180 Kms/ hour)

11. The contractor has to take due precautions during fixing of statues at position. Due care safety precautions shall be taken during handling, shifting and erecting statues. The required capacity of crane shall be brought to site for fixing of statues.

**Note :**

**JNPA or its committee will finally judge the skill,presentation of sculptor idea and concept,body language,personality and characters of the four great Saints key model . Charges of key model will be born by the sculptor. They will have to prepare on their own cost.**

.....

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**8. FINANCIAL BID**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

(On Applicant’s letter head)

**Tender No.: JNP/GM(T)/ Statues & Stones /2025/ T- 14**      Dated:12 /02 /2025

**(Tenderers are required to fill up all the blank space in this tender form and to be submitted alongwith e-price bid only)**

**General Manager (Traffic)  
Jawaharlal Nehru Port Authority,  
Administration Building,  
Sheva, NAVI MUMBAI - 400 707.**

**Gentlemen,**

1. Having visited the site and examined the Instructions to tenderers, General conditions of Contract, Specifications, Schedules, Bill of Quantities and the tender drawings for the above named works, we offer to execute as per Instructions to tenderers, General Conditions of Contract, Specifications, Bill of Quantities, schedules and the tender drawings and **maintain the same for a period of Five years** as per the terms of the instructions to tenderers and / or conditions of contract for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or such other sum as may be ascertained, in accordance with the conditions.
2. If our offer is accepted we undertake to commence the work as specified in the tender document on receipt of the acceptance letter and to execute the entire work within the stipulated period calculated from the date of issue of letter of acceptance / dates shown in the letter of acceptance by the Employer.

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

3. If our Tender is accepted we shall furnish a Bank Guarantee for 10% of our offer for the due performance of the contract.
4. We undertake to abide by our Tender for a period of **120 days** from the last date for receiving the same or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.
5. Unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. We have independently considered the amount shown in Appendix as liquidated damages in Schedule-G and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
8. If our Tender is accepted, we understand that we are to be held jointly and severally responsible for the due performance of the contract (applicable only in the case where two or more concerns tender jointly).
9. We also enclose herewith Earnest Money Deposit" of Rs.8,39,000 /- (Rupees Eight Lakhs Thirty-Nine Thousand Only). In the form of Demand Draft drawn in favour of Jawaharlal Nehru Port Authority Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025 or Bank Guarantee .

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign Tenders for and on behalf of \_\_\_\_\_

Address -----

Witness -----Address-----

Occupation: -----

Signature ----- in the capacity of -----

-----duly

Authorized to sign Tenders for and on behalf of-----

Address: -----

Witness -----

Address -----

Occupation: -----

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**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

Form-2

**Financial Proposal**

<b>Name of Work: - "Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building"</b>					
<b>Sr. No.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>RATE IN (Rs.) Including GST</b>	<b>TOTAL AMOUNT IN (Rs.) Including GST</b>
1	<p>Saint Shree Namdev Statue of height of 20 feet in standing posture "Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and strong fixtures, fastenings etc. complete with Base foundation and Pedestal.</p> <p><b>Statue size-</b> 20 ft.Height, Media- Metal and weight Approx.3500 kg.  <b>Base Foundation-</b>RCC, PCC,Peaching Size -8 ft X 8 ft X 5 ft.Height  <b>Pedestal-</b> Size-2.5 ft.Height X 2.5 ft X 2.5 ft</p> <p>(Tentative Base foundation requirement is given , However successful tenderer will have to prepare with the proper design structure)</p>	No.	1		
2	<p>Saint Shree Tukaram Statue of height of 20 feet in standing posture "Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and</p>	No	1		

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

	<p>strong fixtures, fastenings etc. complete with Base foundation and Pedestal.</p> <p><b>Statue size-</b> 20 ft.Height, Media- Metal and weight Approx.3500 kg.  <b>Base Foundation-</b>RCC, PCC,Peaching Size -8 ft X 8 ft X 5 ft.Height  <b>Pedestal-</b> Size-2.5 ft.Height X 2.5 ft X 2.5 ft</p> <p>(Tentative Base foundation requirement is given , However successful tenderer will have to prepare with the proper design structure)</p>				
3	<p>Saint Shree Dnyaneshwar Statue of height 5 feet with Meghadambari in seating posture Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and strong fixtures, fastenings etc. complete with Meghadambari and Base foundation</p> <p><b>Statue size-</b>5 ft.Height, Media- Metal and Weight 1000 Kg.Approx.  <b>Base Foundation-</b>RCC,PCC,Peaching Size-10 ft.X 10 ft X 2 ft deep  <b>Meghadambari-</b> Media- GRC Size- 13 ft H X 10 ft L X 10 ft W Weight 4000kg.Approx.</p> <p>(Tentative Base foundation requirement is given , However successful tenderer will have to prepare with the proper design structure)</p>	No	1		
4	<p>Saint Shree Eknath Statue of height 5 feet with Meghadambari in seating posture Bronze molding of average thickness of minimum 5-6 millimeter thick proper design, type, shape approved all Authorities / Committees Finished work including all processes with polishing, buffing, finishing Including oxidization processing if ordered and fixing in position with proper and</p>	No	1		



**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

	<p>strong fixtures, fastenings etc. complete with Meghadambari and Base foundation</p> <p><b>Statue size</b>-5 ft.Height, Media- Metal and Weight 1000 Kg.Approx.</p> <p><b>Base Foundation</b>-RCC,PCC,Peaching Size-10 ft.X 10 ft X 2 ft deep</p> <p><b>Meghadambari</b>- Media- GRC Size- 13 ft H X 10 ft L X 10 ft W Weight 4000kg.Approx.</p> <p>(Tentative Base foundation requirement is given , However successful tenderer will have to prepare with the proper design structure)</p>				
5	<p><b>Stone</b> alongwith engraved write up of Bharud/Ovi or Abhang shall be installed at 4 places nearby the Statue.The Bharud/Ovi or Abhang shall be given by JNPA to the contractor for engraving on Stone.</p> <p>Stone material - Stone in FR (Fire Retardant), Synthetic stone effect with carving and letter engraving</p> <p>Size- 5 ft H X 2.5 ft L X 2.0 ft. L</p>	No	16		
				Total	

Note: The quoted cost shall include all the taxes & duties including GST as applicable.

Total Financial Quote including GST (In figure) Rs.

Total Financial Quote including GST (In words) Rs.

**Signature of the tenderer with seal & Date**

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**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**9.SCHEDULES**

**(A TO H)**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – A**

(For each part separately)

**MAIN PLANT AND EQUIPMENT**

The tenderer shall furnish in the format given below complete list of main plant and equipment available with them (owned / hired)

Item of Equipment	Requirement		Availability Proposal			Remark (from whom to be purchased)
	No.	Capacity	Owned	Nos./ Capacity	Age / Condition	

Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

Signature of Tenderer.

\*\*\*\*\*

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – B**

Construction Schedule/ Employment Schedule/ Equipment Schedule. The contractor shall submit the following along with the tender in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

**1. Construction Schedule:**

This shall consist of CPM/Bar chart showing in sufficient details completion of various sections of work and the order in which the contractor proposes to carry out different parts of works. In preparation of the programme, appropriate allowance should be made for loss of time due to inclement weather. This construction schedule shall form the basis for preparation of detailed CPM Schedule to be furnished after the award of the contract.

**2. Employment Schedule:**

This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled labour of various categories) commensurate with the construction schedule.

Signature of Tenderer.

\*\*\*\*\*

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – C**

(For each part separately)

The details of having successfully completed construction of similar works as per MQC during last seven years ending last day of month previous to the one in which applications are invited:-

<b>Description of work</b>	<b>Place &amp; State</b>	<b>Name and Address Of Employer</b>	<b>Estimated value of Works (Rs. Cr )</b>	<b>Stipulated period of completion</b>	<b>Date when decision is expected</b>	<b>Remark, if any</b>
1	2	3	4	5	6	7

Signature of Tenderer.

**Note :** Copy of certificate from the Employer showing the above details shall be attached in respect of each work.

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**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – D**

(For each part separately)

**CURRENT WORKS AND COMMITMENTS**

Descri ption of work	place & State	Contract No.	Name & Address of employer	Value of Contract (Rs. Cr.)	stipulated period of completi on	Value of works* remainin g to be complete d (Rs. Cr.)	Anticipat e d date of completi on
1	2	3	4	5	6	7	8

Signature of Tenderer.

**Note:** Copy of certificate from the Employer showing the above details shall be attached in respect of each work.

\*\*\*\*\*

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – E**

(For each part separately)

**EXPERIENCE -PERSONNEL**

The Tenderer shall furnish the list of technical persons available with their organization in the following format.

<b>Position</b>	<b>Name</b>	<b>Qualification</b>	<b>Year of Experience (General)</b>	<b>Year of Experience in the proposed position.</b>

Signature of Tenderer

\*\*\*\*\*

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE –F**

**FINANCIAL TURNOVER**

The Tenderer shall furnish in the format given below details of its financial turnover during the last three years with supporting documents.

<b>Turnover in Rs in Crores</b>			
	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>

Signature of Tenderer

Only a format in which the information is to be given is indicated above. The Contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

\*\*\*\*\*



**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – G**

<b>Description of work</b>	<b>Time of completion</b>	<b>Amount of liquidated damages per day (including Sundays and holidays.)</b>	<b>Limit of liquidated damages</b>
Contractor has to complete the whole work	<b>10 Months</b> (inclusive of mobilization period of first 15 days and excluding Monsoon period from 1 <sup>st</sup> June to 30 <sup>th</sup> September).	0.5 % of contract cost per week Plus applicable GST	5% of contract award price.

Signature of Tenderer

\*\*\*\*\*

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**SCHEDULE – H**

**National Electronic Fund Transfer (NEFT) Mandate Form**

(Mandate for receiving payments through NEFT from Jawaharlal Nehru Port Authority)

<b>Sr. No.</b>	<b>Details</b>	<b>To be Filled by Agency</b>
1	Contractors / Suppliers / Vender Name	
2	Contractors / Suppliers / Vender Code	
3	Permanent Account Number (PAN)	
4	Particulars of Bank Account	
4-i	Name of Bank	
4-ii	Name of the Branch	
4-iii	Branch Code	
4-iv	Address	
4-v	City Name	
4-vi	Telephone No.	
4-vii	IIEFT IFSC Code	
4-viii	9 digit MICR code appearing on the Cheque book	
4-ix	Type of account (10/11/13)	
4-x	Account No.	
5	Contractors / Suppliers / Vendor e-mail id	
6	Date of effect	

(Please enclose a photo copy of the cancelled cheque to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are complete if transaction is delayed or loss because of incomplete information at above, the party will not hold the Jawaharlal Nehru Port Authority responsible.

Authorized signatory with seal

Date:-

Place:-

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**BANK CERTIFICATE**

We certify that M/s..... has an Account No..... with us and we conform that the details given are correct as per our records.

Date:-

Place:-

**Authorized signatory with seal**

\*\*\*\*\*

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**11. ANNEXURES.**

**(I TO VII)**

**Name of Work: - “Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration Building”**

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

**Annex. I: BANK GUARANTEE FOR PERFORMANCE SECURITY**

KNOW ALL BY THESE PRESENT that \_\_\_\_\_ a banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at \_\_\_\_\_ KNOW ALL BY THESE PRESENT that (The name of Bank \_\_\_\_\_ a banking corporation carrying on banking business including Guarantees at Mumbai and other places and having its office at \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) SEND GREETINGS;

WHEREAS Board of Authorityees of JAWAHARLAL NEHRU PORT AUTHORITY formed under the Major Port Authority Act, 2021 having its office at .....hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of Contract) ----- (hereinafter called Tender) as per conditions of the contract, scope of work, BOQ and specifications covered under the 'Tender'.

AND WHEREAS (Name \_\_\_\_\_ of Contractor \_\_\_\_\_ (hereinafter called the 'Tenderer') has offered to carryout the work as specified in scope of work, BOQ and Specification and Conditions of Tender.

AND WHEREAS the Board has accepted the offer of M/s \_\_\_\_\_ vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_ 2025. AND WHEREAS it is Three of the conditions of the said tender that the \_\_\_\_\_ should interalia furnish a guarantee of a Nationalized/Scheduled Bank having its branch in Mumbai for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) being 10% of the contract price as security for the due performance of terms and conditions of said tender.

AND WHEREAS, the \_\_\_\_\_ have requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the \_\_\_\_\_ and without questioning the right of the Board to make such demand or the property or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) as may become payable to the Board by the Tenderer by virtue or arising out of the above mentioned Tender or by reason of any breach of non performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the tender by \_\_\_\_\_ in respect of which the decision of the Board shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, released or diminished by reasons of any time or other latitude being given by the Board to \_\_\_\_\_ with regard to the performance of the tender but this indenture shall remain in full force and effect until all the due

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

of the Board under or by virtue of the said tender have been fully paid and the \_\_\_\_\_ has duly fulfilled all his/their obligations under the tender and the terms and conditions of the tender has been fully complied with and that \_\_\_\_\_ has executed the work to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said tender or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against \_\_\_\_\_ and to bear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the \_\_\_\_\_ or for any in forbearance indulgence by the Board to the \_\_\_\_\_ 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 them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the \_\_\_\_\_ day of \_\_\_\_\_, and if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of expiry of free maintenance period of **One year** commencing from the date of certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said \_\_\_\_\_ do not obtain and furnish renewals of \_\_\_\_\_ this Guarantee for a further period of One year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till expiry of free maintenance period of One years commencing from the date of completion certificate is to be issued by the Board and for 6 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding:

- 1) that the period of the Guarantee or the renewal or renewals thereof has not expired  
or:
- 2) that the period of guarantee or the renewal or renewals thereof has already expired  
or:
- 3) that a free maintenance period of **Five year** commencing from the date of completion certificate to be issued by the Board has not expired.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of expiry of free maintenance period of **One year** commencing from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

SIGNED SEALED AND DELIVERED:

by the with named \_\_\_\_\_ through its duly constituted Attorney/s

\_\_\_\_\_ in the presence of.

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**Annex II :  
FORM OF AGREEMENT.**

THIS AGREEMENT is made on the \_\_\_\_\_ day of 2025 between Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai - 400 707, Maharashtra State, hereinafter called "the Employer" of the one part and \_\_\_\_\_ (Name of Tenderer) of \_\_\_\_\_ (Mailing Address of Contractor) the "Contractor" of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz. \_\_\_\_\_(Name of the contract) and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works NOW THIS AGREEMENT WITNESSTH as follows :

- 1 In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - a) All Tender documents as issued by Employer for this work.
  - b) All amendments to the tender documents as issued by the Employer prior to submission of the bids.
  - c) Acceptance letter issued by the Employer vide No. \_\_\_\_\_ and all correspondence exchanged between the Employer and the Contractor up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals), the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the said :

By the said

Name: \_\_\_\_\_ Name: \_\_\_\_\_

On behalf of the Contractor      On behalf of the Employer

in the presence of :

in the presence of :

Name & Address

Name & Address

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**Annex III**

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID**

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder) \*\*

I \_\_\_\_\_ (Name and designation) \*\* appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the bidder) for the purpose of the Bid for the work of \_\_\_\_\_ as per the bid No. \_\_\_\_\_ of JNPA, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. \*That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by JNPA at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractors failure by JNPA or any other Government Departments during the period of last 2 years before the deadline for submission of bids.  
  
(Add Proviso of Clause 4.4(b) (ITB suitably, if any Contract was so terminated).
3. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.
4. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.
5. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.



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6. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
  
7. We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the bid security. Further, we insert name of the bidder\*\* \_\_\_\_\_ understand that we shall be liable for banning of business dealings up to a period of five years from the date of submission of the bid.
  
8. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings for a period of up to five years from the deadline for submission of bids.

SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE BIDDER

\*Modify the contents wherever necessary, in terms of sub-clause 4.4 ITB.

\*\* The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Public Notary

\*\*\*\*\*

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**Annex IV**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY POWER OF ATTORNEY\***

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we \_\_\_\_\_ do hereby constitute, appoint and authorize Mr/Ms \_\_\_\_\_ who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of Including signing and submission of all documents and providing information/responses to Mumbai Metropolitan Region Development Authority representing us in all matters, dealing with Mumbai Metropolitan Region Development Authority in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

(Signature of authorized Signatory)

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

\*Notes:

- 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 affixed in accordance with the required procedure.

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**ANNEX –V**

**NON-DISCLOSURE AGREEMENT**

**(to be executed on non-judicial Stamp of Rs. 500/-)**

**THIS AGREEMENT** is made this day of \_\_, 202\_ Between **Jawaharlal Nehru Port Authority**, formed under Major Port Authorities Act 2021 (hereinafter called the 'Authority ' which expression shall, unless excluded by, or repugnant to the context, be deemed to include the Board of Trustees of Jawaharlal Nehru Port Authority, its successors and assigns) of the ONE PART

AND.

**M/s** ..... a Company incorporated in India under the Indian Companies Act, 1956 and having its office at.....

..... and registered with the Income Tax having Pan No.....

(hereinafter" referred to as "Contractor" which expression shall include its successors and assigns) of the other part;

**WHEREAS:**

..... (1) By Bid No (the "Bid"), offers were invited from Contractors to conduct ..... for Jawaharlal Nehru Port Authority (the "Project");

..... (2) **M/s** ..... made an offer to act as the Contractor as per the terms and conditions of the Bid; and

..... (3) After evaluation of the Bids/ offers received, the Board has engaged

**M/s**.....

..... as the Agency for carrying out

.....(Work Title), subject to signing of the Confidentiality Agreement between the Board and the Contractor and conveyed to the Contractor by its

.....(Work Order signatory) vide Work Order No..... dtd. \_\_/\_\_/202\_ which was duly accepted by the Contractor vide its letter dated \_\_/\_\_/202\_.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Contractor covenants with the Board as follows:

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1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Board, which is disclosed or made known or comes to the knowledge of the Contractor (including but not limited to its representatives, professional advisors, employees and agents) by the Board or on the Board's behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as "Confidential Information") will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of services described in the Bid.
2. The Contractor will not, without the prior written consent of the Board or its authorized person/s, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement. The Contractor will be entitled to copy and circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfillment of the scope of services as per the terms and conditions of the Bid and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Services stated in the Bid. The Contractor will be responsible for procuring their compliance with the terms of this Agreement as if they were subject to the same obligations to the Company as the Contractor is subject to hereunder.
3. The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:
  - a. was already in the public domain at the time of its disclosure to the Contractor by the Board; or subsequently becomes part of the public domain through no breach by the Contractor of its obligation under the Agreement.
  - b. is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by the Contractor contained in this Agreement; or
  - c. is required to be disclosed by the Contractor by applicable law or regulation or judicial authority, provided that the Contractor agrees, to notify, the Board in writing, duly signed by an authorized signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure;
4. The Contractor shall promptly notify the Board in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Board regarding the timing and content of such disclosure or any action which the Board may elect to take to challenge the validity of such requirement unless such cooperation exposes the Contractor to claims, losses, damages or other liability for which the Contractor does not receive indemnification from the Board, and the Contractor undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for the Contractor to comply with its obligations thereunder.
5. The Contractor will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Board's prior written consent.
6. The Contractor and the Authority shall individually keep a record of the Confidential Information provided by the Board to it in writing ("Confidential Information"). The

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Contractor shall, forthwith upon receipt of a written request from the Company or completion of the assignment as per the Bid or if the Contractor ceases to act as the Agency for ..... (Work Title) of the Board:

- a. Return to the Board any Confidential Information in the Contractor's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and
  - b. Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by the Contractor or its professional advisors on its behalf.
  - c. Not make use of the information, contained in the confidential information for any of its business operations. The Contractor acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement.
7. The obligations contained in this Agreement are continuing and, in particular, shall survive the completion of the project.
  8. The Contractor agrees and acknowledges that the Board may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. The Contractor shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Board from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Board and that are directly and solely attributable to the breach by the Contractor of its covenants and obligations in this Agreement. The Contractor further confirms that it is acting in this matter as principal and not as agent for any other person.
  9. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and the Contractor's obligations hereunder may only be amended or modified by written agreement between the Contractor and the Board. This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.
  10. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.
  11. This Agreement shall be freely assigned by the Authority, with prior written notice to the Contractor, to any person or persons who are substituted in all in the interests or rights or obligations of the Board for the development of the Project.
  12. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to ..... (Work Order signatory) of The Authority for consideration. The decision of ..... (Work Order signatory) shall be final, conclusive and binding on all the parties to the Agreement.

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IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written

**Constituted Attorney / Authorized Signatory**

**General Manager (Traffic) on behalf**

**For M/s.....**

**of Jawaharlal Nehru Port Authority**

.....

.....

**In presence of** \_\_\_\_\_ **In presence of** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Annex - VI**

*(This document shall be executed in 500/- non judicial stamp).*

**PROFORMA OF INTEGRITY PACT (in original)**

INTEGRITY PACT

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY(JNPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members) .....hereinafter referred to as "The Bidder/Contractor.

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. .... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organisations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - c) The Principal will exclude from the process all known prejudicial persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary

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actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

**Section 2 - Commitments of the Bidder / Contractor**

- 2) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.
  - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
  - b) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
  - c) The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f) The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
  - g) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- 3) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section-3: Disqualification from or exclusion from future contracts**

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to



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disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

- 2) The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3) If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

**Section-4 Compensation for Damages**

- 1) If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

**Section-5 Previous transgression**

- 1) The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

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- 2) If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

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

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

**Section-7 Criminal charges against violating Bidders / Contractors / Sub contractors**

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

**Section-8 External Independent Monitor**

- 1) Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Ms Smita Srivasatava independent Monitor, for this Pact. The task of the Monitor, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
- 3) The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4) The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

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- 6) The Monitor will submit a written report, to the Chairman of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations. If the Monitor has reported to the Chairman of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

**Section-9 Pact Duration**

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

**Section-10 Other Provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Jawaharlal Nehru Port Authority, Administration Building, Sheva, Navi Mumbai 400 707.
- 2) Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on both parties.
- 3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal

For the Bidder/Contractor

Place: JNPA, Navi Mumbai

Witness-1 : .....

Witness-2 : .....

Date : \_\_\_\_/\_\_\_\_/2024

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**Annexure-VII**

**PROFORMA OF BANK GUARANTEE FOR EMD**

1. In consideration of you, Jawaharlal Nehru Port Authority (hereinafter called JNPA) formed under Major Port Authorities Act, 2021 having its Office at Administration Building, Sheva, Navi Mumbai 400 707 (hereinafter called "The Employer" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of Jawaharlal Nehru Port Authority, its successors and assigns) having agreed to receive the Bid of -----  
- (Name of the Bidder ) having its registered office at .....  
( hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its / their executors, administrators , successors and assigns), for the .....contract ( hereinafter referred to as " the Contract " ) pursuant to the RFP document dated ..... Issued in respect of the Contract and other related documents (hereinafter collectively referred to as " Bidding Documents" ) , we ----- (Name of the Bank and address) (hereinafter referred to as 'the Bank' at the request of the Bidder , do hereby undertake to pay to the Employer an amount not exceeding Rs. ----- (Rupees ----- only) for faithful performance of the entire contract.
2. We ----- Bank do hereby guarantee and undertake to pay immediately on first demand in writing and any/all moneys to the extent of Rs. ----- (In words \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by Employer on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the Bank.
3. We, ----- (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
4. We, ----- further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the General Manager (Traffic) of the Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Bidders and accordingly discharge this guarantee. Unless, the demand or claim under this

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within six months from the date of expiry of this guarantee I.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Employer but at the cost of the Bidder, renew or extend this guarantee for such further period of periods as the Employer may require from time to time.

5. We, ----- Bank further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said RFP document or to extend the time of performance by the said Bidder from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any forbearance, and or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties will but for this provision, have effect of so relieving us.
6. Employer shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviable under the Contract.
7. This Guarantee will remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
8. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Bidder.
9. It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
10. We, ----- Bank lastly undertake not to revoke the guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2025

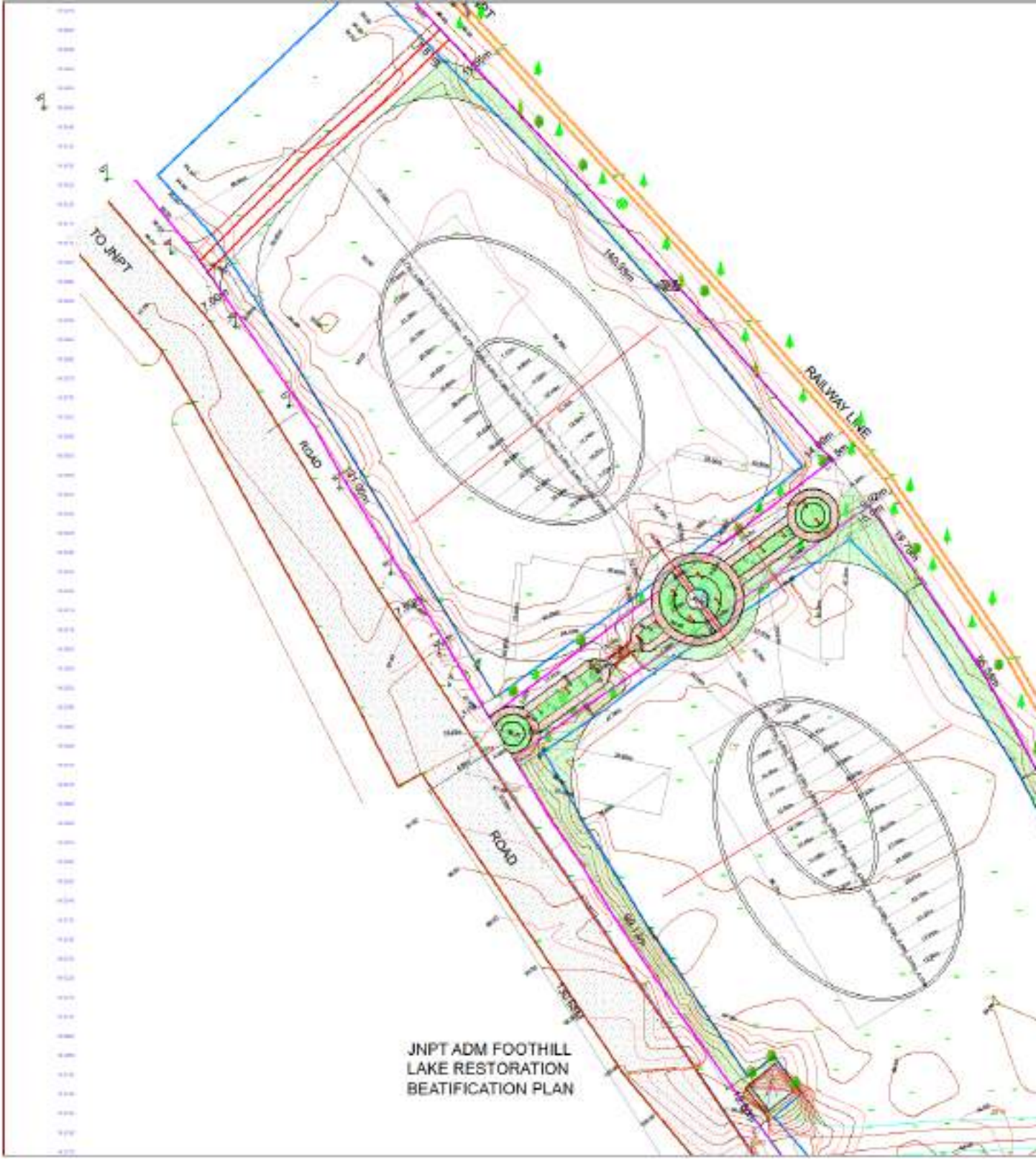
(Name with Designation)

Signature

Seal of the Bank

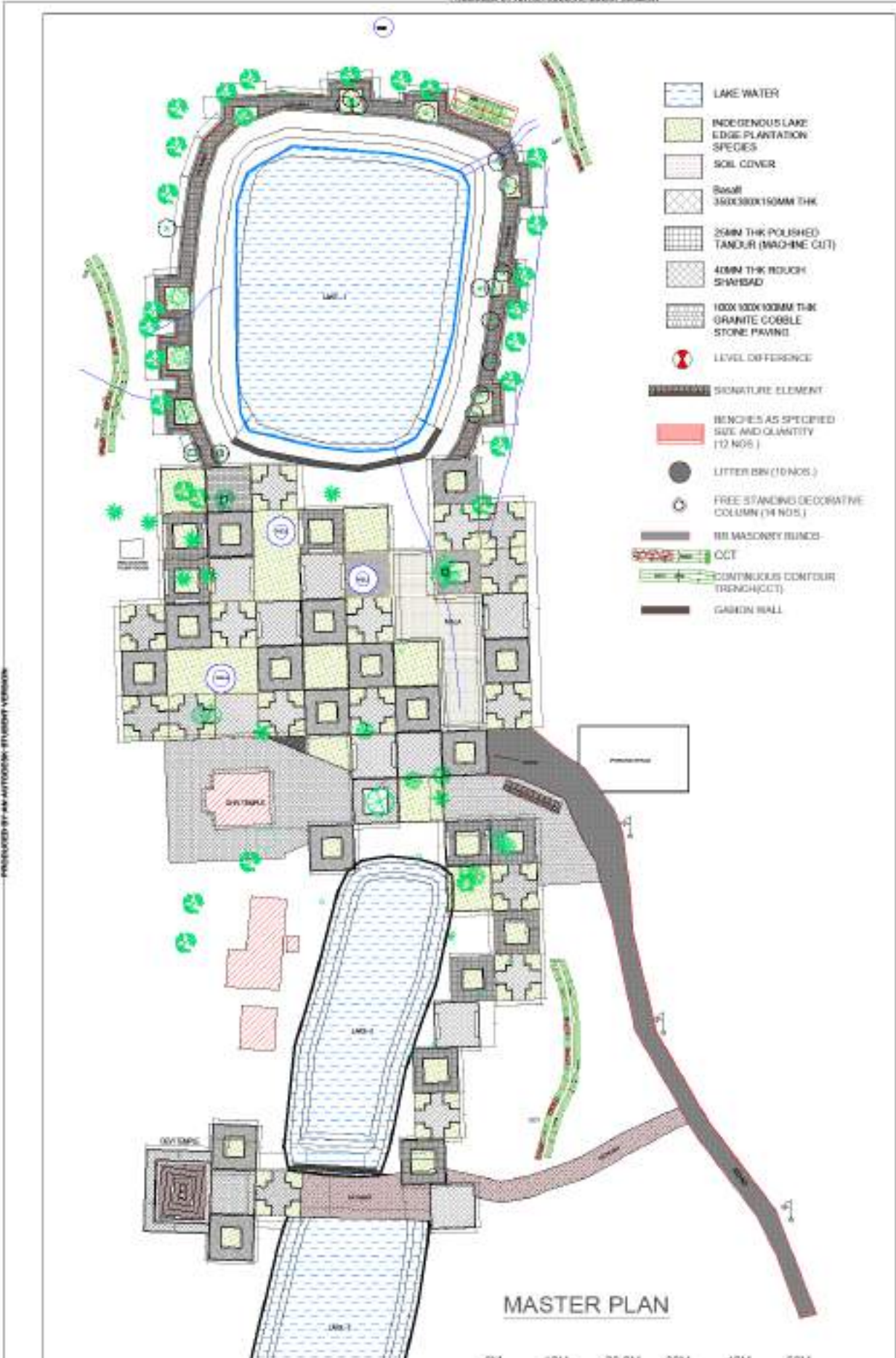
Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building

LOCATION MAP



**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

PRODUCED BY AN AUTOCAD/STUDENT VERSION



PRODUCED BY AN AUTOCAD/STUDENT VERSION

**PROJECT**

REJUVENATION & BEAUTIFICATION AT JNPT

**GENERAL NOTES**

1. ALL THE DIMENSIONS ARE IN METERS
2. THE DRAWING IS FOR REFERENCE ONLY
3. SHADING SHALL NOT BE WRITTEN ON THE DRAWING
4. ALL DIMENSIONS GIVEN IN THE DRAWING SHALL BE TO FACE UNLESS SPECIFIED OTHERWISE
5. INTERNAL AND EXTERNAL WALLS ARE TO BE FINISHED WITH PLASTER
6. ALL WORK SHALL BE DONE AS PER THE ARCHITECT'S SPECIFICATIONS
7. THE DRAWING SHALL BE FOR REFERENCE ONLY. ALL DIMENSIONS SHALL BE TO FACE UNLESS SPECIFIED OTHERWISE

**REVISION**

NO.	DATE	DESCRIPTION

**CLIENT:**

JAWAHARLAL NEHRU TRUST (JNPT) URAN, MAHARASHTRA

**CONSULTANT:**

GRASSROOTS RESEARCH & CONSULTANCY

**EXECUTIVE ENGINEER:**

**ARCHITECT:**

**ASST. ARCHITECT:**

**ARCHITECT GRASSROOTS:**

**TITLE:**

PROPOSED MASTER PLAN FOR SHEVA TEMPLE

**PURPOSE:**

CONCEPT PLAN

**DATE:**

FEB 2022

**SHEET SIZE:**

MASTER PLAN

0M 10M 20.0M 30M 40M 50M

**Name of Work- Design, Supply and installation of four Statues of Saints and Stones for Bharud, Ovi or Abhang in the vicinity of JNPA Administration building**

Designed by ZWCAD Academic Version



Designed by ZWCAD Academic Version

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**CHECKLIST FOR TECHNICAL COVER 1 SUBMISSION**

<b>Sl. No.</b>	<b>Details / documents</b>	<b>Check box (Please tick)</b>
<b>1.</b>	Letter of application	
<b>2.</b>	General Information	
<b>3.</b>	Scanned copies of registration/incorporation certificate and principle place of business	
<b>4.</b>	Financial turnover certificate from CA indicating UDIN number	
<b>5.</b>	Scanned copies of audited Balance sheets/P&L statements, IT returns, TDS etc.	
<b>6.</b>	Details of Similar works and evidence in support of works/activities/projects	
<b>7.</b>	Power of Attorney	
<b>8.</b>	Evidence of own registered studio in India	
<b>9.</b>	Income Tax, PAN & GST registration details	
<b>10.</b>	Declaration of information on Litigation	
<b>11.</b>	Undertaking on Declaration on non-debarment	
<b>12.</b>	Blank Tender document with addendum duly signed and stamped on each page	
<b>13.</b>	ESIC certificate	
<b>14.</b>	PF registration Certificate	
<b>15.</b>	Nil/No Deviation letter	
<b>16.</b>	Copy of partnership deed if applicable	
<b>17.</b>	Executed Integrity Pact	
<b>18.</b>	MSE declaration and registration certificate if applicable	
<b>19.</b>	Qualification in Sculpture & modelling	
<b>20.</b>	Any other documents	