

JAWAHARLAL NEHRU PORT TRUST
PP&D DEPARTMENT

PPD/CM/Office Order/2022/ 140

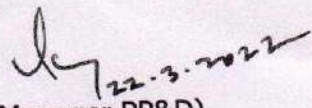
March 22, 2022.

Sub: Tenders to be invited on QCBS ..reg.

It is hereby directed that all tenders to be invited on QCBS shall have only technical benchmark beyond which no further technical scoring /marking shall be done. The price bids of all technically qualified bidders shall be opened and awarded as per L1/H1 criteria.

All tenders invited which are not as per above shall be discharged and fresh tenders shall be invited incorporating above clause. Any deviation from tender provisions, shall require specific approval from the Chairman.

This shall come in force with immediate effect.


Chief Manager PP&D)

To:

All officers PP&D

Copy to: CMF/CMT/CM-M&EE

P. S to Chairman

P. S to Dy. chairman

Note No. #1

जवाहरलाल नेहरु पत्तन न्यास
पत्तन योजना एवं विकास विभाग

पयोवि/कार्य मैनुअल /2022/

10th March 2022

Sub:- Amendment to General Financial Rules (GFR) , 2017 to include
Insurance Surety Bonds as Security Instrument –reg..

Ref:- MoPSW letter No. PD-13/14/2022-ppp/E-351317 Dated 23RD Feb 2022.

Ministry of Shipping vide above referred letter dated 23rd Feb 2022 circulated a copy of the Dept of Expenditure, Ministry of Finance OM No F.1/1/2022-PPD dated 2nd Feb, 2022 on partial amendment to Rule 170(i) and Rule 171(i) of General Finance Rules (GFR) 2017 on Insurance Surety Bonds as Security Instrument regarding Bid Security and Performance Security respectively, for information and strict compliance.

A copy of the MoPSW's letter dated 23rd Feb 2022 & Ministry of Finance 's letter dated 2nd Feb, 2022 are enclosed for ready reference.

In view of the above, it is proposed to include insurance security bonds for bid security and performance security in addition to demand draft and BG etc in all tenders and which will become a part of the JNPT's Manual.

अनुमोदन हेतु प्रस्तुत है ।

Manager(PPD)

Chief Manager(PPD)

Chief Manager(Fin)

Dy Chairman

Chairman

10/03/2022 11:09 AM

VISHWANATH G. GHARAT
(MANAGER-II(PPD))

Note No. #2

10/03/2022 1:37 PM

G. VAIDYANATHAN
(CHIEF MANAGER-PPD)

Note No. #3

10/03/2022 4:05 PM

 Digitally Signed

GAUTAM K DAS
(CHIEF MANAGER(FIN))

Note No. #4

Sub:- Amendment to General Financial Rules (GFR) , 2017 to include Insurance Surety Bonds as Security Instrument -reg..

With reference to MOPSW letter dated 23.02.2022 regarding Amendment to General Financial Rules (GFR), 2017 to include Insurance Surety Bonds as Security Instrument is placed at C/1 to C/2 for your information.

As per OM No. F.1/1/2022-PPD dated 2nd Feb, 2022 on partially amendment the Rule 170(i) and Rule 171(i) of General Finance Rules (GFR) 2017 regarding 'Bid Security and Performance Security' for information and strict compliance.

Amendment Rule are as under:

170(i) - The bid security may be accepted in the form of **Insurance surety bonds**, Account payee demand draft, fixed deposit receipt, Banker's cheque or Bank guarantee from any of the commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

171(i) - Performance security may be furnished in the form of **Insurance surety Bonds**, Account payee demand draft, fixed deposit receipt from a commercial bank, Bank guarantee from a commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

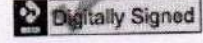
In view of the above, PPD Department proposal at Note#1 to include insurance security bonds for bid security and performance security in addition to demand draft and BG etc in all tenders and which will become a part of the JNPT's Manual.

अनुमोदनार्थ प्रस्तुत।

मुख्य प्रबंधक (वित्त) :

उपाध्यक्ष :

अध्यक्ष :

 Digitally Signed

15/03/2022 10:35 PM

SANDIP A VIRNARAYAN
(ASSISTANT MANAGER(BT/TF/ESTATE/PENSION))

Note No. #5

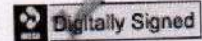
Sub:- Amendment to General Financial Rules (GFR) , 2017 to include Insurance Surety Bonds as Security Instrument

The PPD Deptt proposal at Note #1 for amendment of General Financial Rules (GFR) , 2017 in respect of Clause 170(i) & 171 (i) at Note #4 are as amended as per Ministry's letter dated 23rd February, 2022 (C/1) may please be considered for approval.

अनुमोदनार्थ प्रस्तुत।

उपाध्यक्ष :

अध्यक्ष :

 Digitally Signed

16/03/2022 5:22 PM

GAUTAM K DAS
(CHIEF MANAGER(FIN))

Note No. #6

16/03/2022 6:03 PM

 Digitally Signed

UNMESH SHARAD WAGH
(DEPUTY CHAIRMAN)

Note No. #7

17/03/2022 4:39 PM

 Digitally Signed

SANJAY SETHI
(CHAIRMAN)

Note No. #8

17/03/2022 5:19 PM

UNMESH SHARAD WAGH
(DEPUTY CHAIRMAN)

Note No. #9

23/03/2022 2:42 PM

G. VAIDYANATHAN
(CHIEF MANAGER-PPD)

Sent to All
HODS & 41852
PPD Officers

JAWAHARLAL NEHRU PORT TRUST
PP&D

PPD/M-I/PPP/2022/

14th February 2022

Sub: Alleged non-compliance of Public Procurement Policy (PPP) (Preference to Make in India) Order 2017

This has reference to letter received from Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) dated 9th February 2022 regarding tenders invited by JNPT for road widening from BMCTPL Junction to Phunde boundary and other tender wherein it is indicated that the provision of Public procurement (Preferably make in India) order dated 2017 as amended on 16.9.2020 has not been incorporated in the tender and further asking the matter may be examined and corrective action to be taken and report to this department urgently. (copy enclosed). In this context, it is submitted as under:

2. The present tender invited by JNPT is for the road construction and is invited on percentage rate basis. The majority of this construction material, such as cement, steel, stone aggregate, earth filling etc. are locally available. The following clarification is additionally submitted as under:

- (i) The tender is open for all bidders fulfilling Minimum Qualifying Criteria (MQC) which are fixed at the extant CVC guidelines.
- (ii) Tenders are called for civil construction work from eligible contractor who fulfil MQC criteria.
- (iii) MQC do not envisage requirement of procurement of material from other countries.
- (iv) All material required for construction at site are locally available and there is no requirement of import of material from other countries.
- (v) L1 bidder will be selected for the entire work through transparent bidding process through e-tendering and no splitting is possible.
- (vi) There is no procurement nor preference for procurement for the subject work as envisaged at Sr.No.3 (A), 3(B) of the order.

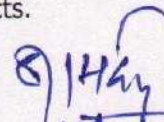
3. However, in this regard, in order to implement the instruction issued vide order dated 16/09/2020. The following clause is proposed to be included in the tender document and Corrigendum is proposed to be issued prior to submission of bids.

CORRIGENDUM

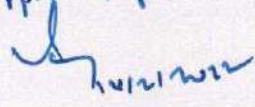
"The selected bidders shall abide with all the instructions of Public Procurement Policy (Preference to making in India) dated 16/09/2020 wherever applicable".

4. In view of the above, it is proposed that the clarification to be sent to Ministry and Corrigendum to be issued to the bidders by uploading on the CPP Portal for applicability of Public Procurement Policy dated 16.09.2020 wherever is applicable in all contracts.

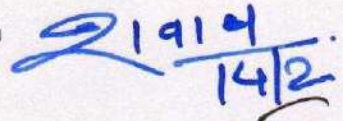
આગળના હેતુ પ્રમાણે


14/2/2022
(V. G. Gharat)
Manager (PP&D)

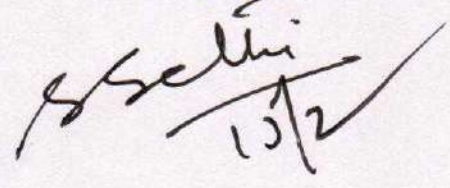
Chief Manager (PP&D)

For approval please


Dy. Chairman


14/2

Chairman


13/2

जवाहरलाल नेहरु पत्तन न्यास
पत्तन योजना एवं विकास विभाग

पयोवि/कार्य मैनुअल /2021/

16 जुलाई, 2021

विषय:- कार्य मैनुअल तथा निविदा प्रक्रिया मैनुअल संशोधन के बारे में

This is in connection with the JNPT's Manual as approved by the Board. Subsequently the approval has already been obtained from the Chairman for the SOP for extension of time for contracts to be adopted for works/contracts which is a part of modification to JNPT's Manual. A copy of the same is enclosed for compliance. *Please note that all proposals for E.O.T shall comply with the S.O.P.*

मुख्य प्रबंधक (पयोवि)

वितरण:- सभी विभागाध्यक्ष

उप मुख्य सतर्कता अधिकारी

Copy to API Offices of PPP/Engineers

SOP for Extension of Time (EOT) for contracts

1. The contractor may apply to the Engineer in Charge within 14 days in writing for extension of time as stating the grounds that hindered the execution of work.
2. The Engineer in Charge is to examine the grounds shown for the extension of time and its reasonability.
3. Based on correspondences related to hindrances in this work, the Engineer in Charge may also grant provisional EOT even if the contractor has not made request for extension of time. The officer in charge shall put up the proposal at least one month before expiry of scheduled date of completion.
4. Extension of time is to be granted and milestones rescheduled by the competent authority strictly as per the terms of the contract.
5. If the extension entitled for extra work cannot be fully and properly assessed before completion of the work, this is assessed on the work nearing completion. Such extra time, if any, is to be added to the extension of time granted earlier and notified by the Engineer in Charge before final action on liquidated damages to be recovered from contractor.
6. All extensions of time is with a firm date as per due assessment on record while giving such extension and in no case there is any provisional extension of time, except in compelling circumstances.
7. In case there is any prevention by the Department, such authority should invariably and promptly grant extension of time under the relevant provision in the clause, even if the contractor fails to apply, however making the point of non-application by contractor clear in the letter of extension of time. This is based on recommendation by the Engineer in Charge on the basis of relevant event/correspondence placed on record. It is duty of Engineer in charge to bring such fact of prevention of the knowledge of the authority immediately and initiate immediate remedial measures to avoid delay in work on such account.
8. The contract can be determined even within the original stipulated period of contract under relevant provisions in contract if the contractor is in breach of contract including failure to proceed with the work with due diligence. When the work remains incomplete on justified extended date and a programme from the contractor for completion of work in a reasonable period and grant such period as mutually agreed making it essence for performance of work by the contractor. This is with liability of the contractor to pay compensation liquidated damage of the contractor for such extended period which is made expressly clear in the letter extending time as per the contract.
9. In case the contractor does not give any such programme and the contract has not been determined as per contract for non-completion of work in the justified extended time, the Engineer in charge is to fix a reasonable time duly assessed on record in writing for the balance work and is issue similar notice intimating the failure on the part of the contractor for performance by the contractor with liability under clause of liquidity damage.
10. If the contractor proceeds with due diligence and completes the work in such further extended time, there would be no determination of contract but there may be levy of compensation for delay under clause of liquidated damages in the notified in the tender

8

while extending the time. However, if the contractor fails to complete the work on such further extended date, in addition to action under clause of liquidated damages there can be action as per contract as well. In such case the department need not wait in every case until the expiry of the extended date for determination of contract and the contract can be determined before expiry of the extended date by relying on the relevant sub clause of contract.

11. The powers and procedure for grant of justified extension of time is as provided in the contract. Time need to be extended based on due evaluation of causes as per contract. Hence first there has to be determination of whether such causes are relevant; causes entitling the contractor to extension. If the causes are not relevant i.e. do not fall in the contract, there can be no justified extension of time for such causes. In case the causes or the events causing delay in work are relevant causes or events then there has to be an objectives assessment of the impact of such causes on the final or sectional completion date.
12. Certain relevant caused or events may disrupt the work and even entitle the contractor to rescheduling of milestones, but not entitle the contractor to rescheduling of milestones, but not entitle him/her to extension of time or entitle him/her to extension of time only partially. However, any relevant event affecting any critical activity is invariably entitle the contractor to extension of time for its full impact even if other non-critical activities are in progress during such time. Hence the determination of justified extension of time is purely based on how relevant events impact the critical activities. Such an evaluation is made considering the impact of the relevant event on the planned and approved programme of the contractor.
13. The final extension of time shall be as per the relevant D.O.P of the organization.

JAWAHARLAL NEHRU PORT TRUST
PORT PLANNING & DEVELOPMENT DEPT

PPD/M-I/Projects/Tender procedure/2021/31

19th Jan 2021

Sub:- Implementation of Procedure for Tendering process .reg.....

Implementation of the Procedure for tendering process as approved by the Competent Authority as per note 12 & note 13 is placed for necessary action. A copy of the note is enclosed herewith.

[Signature]
Manager (PPD)

CM (PPD) : On leave
Distribution.

[Signature]
20/1/2021

All HoDs CM (F) *[Signature]*
20/1/2021

[Signature]

All Engineers of the PPD Dept.

[Signature]
20/1/21

CM (ADMN) - *[Signature]*
20-1-2021

m-II - 03 Nos
prettk - 01
And ready - 01
MGR - *[Signature]*
20/1/21

Chairman :

05/01/2021 5:45 PM

SANJEEV KUMAR PATHAK
(CHIEF MANAGER(FIN))

 Digitally Signed

Note No. #12

We may send to finance department with direction that CM-F will not send file in routine manner to lower level as it is already vetted by them during financial scrutiny.

CM-F pl comment.

07/01/2021 6:24 PM

UNMESH SHARAD WAGH
(DEPUTY CHAIRMAN)

 Digitally Signed

Note No. #13

Yes Sir, This can be applied where HoDs (including CMF) are tender committee members.

Dy Chairman

Chairman

11/01/2021 2:47 PM

SANJEEV KUMAR PATHAK
(CHIEF MANAGER(FIN))

 Digitally Signed

Note No. #14

Considering the Finance Noting at Note 9 , PPD Department proposal at para 7i) and ii) on Note 1 may please be considered for approval.

CMF

DY CHAIRMAN

CHAIRMAN

28/12/2020 9:13 PM

GAUTAM K DAS
(MANAGER-II(FIN))



Note No. #11

As recommended at Note 9 and Note 10, proposal at para 7 i) and ii) of Note 1 Implementation of Procedure for Tendering Process may please be considered for approval. The same may be implemented where HoD'S are Tender committee members and same can be applied to other dept also.

Dy. Chairman :

JAWAHARLAL NEHRU PORT TRUST
PP&D

5th December 2019


PPD/M-I/Civil work/2019/ 878

CIRCULAR

Sub: Policy decision to undertake various civil engineering work contract on percentage rate basis.

Policy decision to undertake various civil engineering / outsourced work contracts to be taken on percentage rate basis is approved by the Competent Authority. A copy of approval is enclosed for ready reference. All Officers are requested to kindly follow the policy decision to invite tenders on percentage rate basis.

This is issued for strict compliance.


(V. G. Gharat)
Manager (PP&D)

Encl: As above.

Chief Manager (PP&D)


5/12/19

Distribution:

All Officers of PP&D

copy to i) C.A.C.F)

ii) Dy. CEO

iii) All HODs

RRQ -

SMA -

LB5 -

JAWAHARLAL NEHRU PORT TRUST
PP&D

PPD/M-I/Civil work/2019/

4th December 2019

Sub: Policy decision to undertake various civil engineering work contract on percentage rate basis.

Since inception of the Port, the various civil engineering works are being undertaken on item rate basis and sometimes on turnkey basis taking into consideration the nature of the work. There are various types of works to be undertaken by the authority i.e. Item rate contract, % rate contract, turnkey contracts, lumpsum contract.

As far as annual maintenance contract including provision of labour and supply of materials especially in the contract of day to day civil maintenance and various horticulture work contracts, are being undertaken through item rate contract wherein the contractor is quoting abnormally low rates with respect to estimated rates and the work are leading to discharge by the Tender Committee due to unbalance price quoted by the contractor. This situation is now happening frequently and the department has to go for frequent discharge of tenders with request to the Competent Authority for extension for the existing contract and sometimes Board's approval is requested for the contract price increased beyond 30% of the award value as per the Delegation of Powers.

Ministry vide its report dated 6th June 2010 while conveying the Standardization of Procedure for award of contracts, it is indicated that in civil works, percentage rate contract may be preferred in case estimate is prepared based on SOR (Port / CPWD / SPWD / Municipal authority) and item rate contract in case of marine works. Copy of Extract of the report is enclosed for kind reference.

In view of the above, it is proposed to take up the outsourced works on percentage rate contract basis as suggested by the Ministry of Shipping to avoid frequent discharge of tenders by quoting abnormally low individuals rates. Such practices of % rate contract are being adopted in the organization as CIDCO, PWD etc. It is also proposed to take additional Bank Guarantee equivalent to 5% of the contract ^{value} toward Performance Security from the contractor in case the price bid is quoted 10% below the estimated cost, so that serious bidder can quote realistic quoted price.

JY

In view of the above, approval is requested to take the outsourced works based on the percentage rate contract so as to avoid unbalance quote from the contractors with a provision to additional Bank Guarantee equivalent to 5% of the contract value towards Performance Security in case of quoted price is below 10% of the Estimate Cost.

X)

आनुषंगिक के लिए प्रस्ताव प्रस्तुत है।

[Signature]
4/12/15
(V. G. Gharat)
Manager (PP&D)

Chief Manager (PP&D)

[Signature]
4/12/15

Manager (Finance) - I

[Signature] 4/12/15
DMF (Pricat) *[Signature]*
4/12/15

Chairman

The proposal at X) above may be considered in view of guidelines at S.N.C.II) at Page X.

[Signature]
4/12/15
DMS

Dept Proposal based on MOS letter dt 06 June 2010, and Y' on N/2, X' at N/2 may please be considered for approval.

[Signature]
04/12/15

Manager (Ops)

[Signature]
4/12/15

Chairman

[Signature]
4/12