

JAWAHARLAL NEHRU PORT TRUST

**MANUAL FOR WORKS/TENDERING/BIDDING
PROCEDURE**

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CHAPTER-1 INTRODUCTION & DEFINITIONS

MANUAL FOR TENDERING / BIDDING PROCEDURE

FOR JAWAHARLAL NEHRU PORT TRUST

INTRODUCTION:

Jawaharlal Nehru Port Trust undertakes various works for which it enters into contracts after inviting bids/tenders. The works are of various categories such as Civil, Electrical, Mechanical, Marine including Dredging. The contracts entered are of various types like Bill of Quantity basis, item rate, Lump Sum, Engineering, Procurement, Construction (EPC), Build, Operate, Transfer (BOT), etc. The works, right from conceptualization to implementation are handled by various Department Heads under the overall charge of related functional Managers.

Currently whole tendering / bidding procedure is governed by various guidelines issued by Govt of India from time to time. There is no uniform procedure notified for the purpose of procurement of works / services. It was therefore necessary to prepare a manual of tendering /bidding procedure for JNPT which will bring uniformity in the Bidding procedure for JNPT and which will serve as a guidelines to all the departments and the authorities involved in carrying out the works by entering into various types of contracts.

In view of the need as mentioned above, manual which will be applicable for all works undertaken by JNPT through bidding / tendering procedure is prepared. The guidelines prescribed in this manual shall be applicable to all kinds of works and all kinds of contracts except procurement for which separate guidelines are already published.

All the procurement must conform to the three pillars of Integrity, Transparency and Accountability. These apply to all activities related to pre tender, tender process, post tender, actual construction and operation and maintenance. Keeping in view this aspect attempt has been made to frame the guidelines in this manual which comply with the above three pillars. Also attempt has been made to include all the statutory guidelines issued by GoI, Ministry of shipping and CVC etc as well existing guidelines being followed by JNPT which have been approved by JNPT Board.

The Manual shall come into effect from 1st April, 2021.

Definitions

1.1 **"Works"** shall mean: carrying out of any activity/group of activities/turnkey or otherwise related to construction works inclusive of civil, mechanical, electrical, Marine Services including dredging, operation, repair & maintenance, materials and services, related to works.

1.1.1. **Civil Works:** Civil works shall generally include Survey, Investigation, related to all kinds of civil works. Consultancy works including preparation of Detailed Project Reports, project management, quality control, third party inspection, third party audit and any similar activity in connection with the civil works

- Works related to Construction of berths/jetties/dredging and all ancillary works connected with port expansions.
- Survey works related to dredging
- Works related to construction of roads & railway lines
- Works related to foundations & other works and all ancillary works connected with operational requirements.
- Works related to Residential/Non-Residential buildings
- Civil Works related to electrical Substations, electrical installations etc.
- Works related to water supply and sewerage disposal
- Works related to Estate /Land development, Land protection works like Boundary walls / fencing,
- Works related to horticulture, landscaping, plantations,
- Works related to interior decoration of offices, residential buildings, and guest houses etc. including customized furniture/furnishings etc.
- Works related to maintenance and repairs of Estate. Upkeep in field and plant areas/offices/townships etc. including water supply etc.
- Works related to environmental management issues and CRZ.
- Works related to Marine Pollution
- Consultancy contracts, Project Managements, Professional services.
- Works related to House keeping

- All works related to solid waste management
- Works related to fire safety.
- Capital and Maintenance dredging works including hydrographic survey.
- Works related to Special Economic Zone (SEZ)
- Any other miscellaneous works related to civil works.

1.1.2. Electrical/ Mechanical works

- Works related to Augmentation/ Modification of Sub-stations, power supply for new installations /equipment's / Container Handling Cranes, external and internal cabling / Electrification, Arranging Internal /External Illumination.
- Works related to Power supply including new installations, buildings, offices, equipment's, Container handling cranes, illumination, area lighting etc.
- Works related internal / external cabling, electrification, new electrical lines, towers, poles etc.
- Works related to new substations, augmentation of sub stations.
- Works related to electricity generation like diesel generators, solar power, wind power etc.
- Works related to repairs and maintenance and repairs of all electrical works.
- Works related to Air-conditioning.
- Works related to Procurement of Equipment like Container handling cranes and other such mechanical equipment.
- Works related to operation and maintenance of equipment.
- Repair & maintenance of Existing electrical /Mechanical installations/ air-conditioning/Container Handling Cranes facilities in field & plant areas/offices/townships etc. (through one-time contract /annual maintenance contracts /Item Rate contracts etc /O&M Contract.
- Annual Maintenance Contract (AMC), Repair & Maintenance (R&M) of EDP equipment, Networking and other Marine electronic equipment.
- Conservancy /Housekeeping works through contracts.
- Works related to Consultancy for electrical / mechanical works
- Legal /Statutory requirements related to Equipment's/Electrical installation /Workshop etc.

1.1.3. Marine works

- Works related to safe berthing /de-berthing of vessels in the berth/jetty such as moorings, pilotage, signaling, navigational aids etc. for loading/unloading of cargos.
 - Acquisition of port crafts/tugs/pilot boats & other marine related equipments.
 - Works related to Environmental issues& Marine Pollution.
 - Works related to Safety issues, Fire Tenders
 - Other works
 - operation and maintenance of Fire Services, Hire of Contractual vehicles and hire of manpower services and any other Service Contracts.
 - Consultancy Contracts, Project Managements, Professional services.
 - Hiring services for operation maintenance, manning of JNPT owned vessels
 - Hiring services for providing mooring crew and supervisors.
 - 'Works Manual shall mean a set of instructions/guidelines/actions to be undertaken to execute any work.
 - 'Indent' /Job order shall mean a requisition for a work / job by the operator / user and will include as a minimum:
 - The broad requirement /with proper justification /Business case.
 - Administrative approval of competent authority as per Delegation of Powers (DOP) for undertaking the work. (As per format enclosed).
 - The Expenditure Sanction and budgetary references etc. if available, and the envisaged time schedule. In case of priority / emergency works suitable (indication) reference shall be mentioned in the Indent while obtaining the approval.
- 1.1 **'User/Indenter'** shall mean the (authority) Group/Department that initiates the requisition of the work, provides sanction and arranges budget for the same.
- 1.2 **'Competent Authority' (CA)** shall mean the appropriate authority with delegated powers to accord administrative approval and Expenditure sanction as per the Delegation of Powers (DOP).
- 1.3 **'Competent Technical Authority' (CTA)** shall mean the Technical Authority at the level of Head of the Department who is delegated with

relevant powers to accord Technical Approvals, in respect of the indented works as per the DOP.

- 1.4 **'Competent Tender Accepting Authority' (CTAA)** shall mean the appropriate authority who is delegated with relevant powers to accept the tender in respect of the indented works as per the DOP.
- 1.5 **'Project Manager/Engineer-in-Charge'** shall mean the person(s) designated to act for and on behalf of JNPT for execution of the work as per requirement of User/Indenter.
- 1.6 **'Project Coordinator/Site-in-Charge'** shall mean the person(s) nominated by Head of Department as first person responsible for total coordination, supervision & execution of work with an objective to complete the work within schedule.
- 1.7 **'Procurement'** shall mean the process of making available all goods, services, constructed/finished products, assets etc.
- 1.8 **'Tender Committee'** for finalizing the Bid Evaluation Criteria (BEC), and evaluating the tenders etc., shall be constituted for each work / tender and shall comprise representatives from the concerned user section, Finance and the Executing department/Section as per Finance circular and as specified in Chapter 4 of works manual.
- 1.9 **GST** shall mean Goods and Service Tax & **TDS** shall mean Tax deducted at Source.
- 1.10. **Internal requirement** – Requirement of work generated by same concern section /department for upgradation /modification/repairs /Maintenance /Augmentation of Electrical /Mechanical /Civil works/Marine works-

Chapter -2 - BUDGETING AND CLASSIFICATION OF WORKS

Budget is the Annual Financing Statement of all transactions of JNPT including estimated receipts and expenditure occurring during the year in which statement is prepared as well as during ensuing year. The instructions about the procedure for preparation of budget estimates/schedule of demand/revised estimate are done by Finance Dept.

The Budget estimates including revised estimates for works should be prepared by Finance Dept in the prescribed format. Once the Budget estimate is approved by the Board of JNPT, the same is forwarded to Ministry of Shipping for its approval and monitoring. As per GFR 2017, Appropriation and re-appropriation of accounts can be done for sanction of the Competent Authority.

All works/budget heads can be primarily classified as Capital or Revenue as hereunder:

- 2.1 **'Capital'** works will comprise of all works which facilitate to generate/supplement revenue earnings and/or add to the Assets or creation of infrastructure facilities including BOT Projects. Any work of aforesaid nature which will lead to an increase of equipment/capacity addition to the Port form part of **Capital Expenditure**.
- 2.2 **"Revenue"** works will comprise of all maintenance, repair, refurbishment, revamp works and maintenance dredging for sustaining business operation etc., form part of Revenue Budget.
- 2.3. **"Deposit Work"**-The award should be charged to the work in all cases and adjustment in accounts be made later on.
- 2.4. **"Services"**- Maintenance, repair, refurbishment, revamp works and dredging for sustaining business operation etc. form part of revenue budget.
- 2.5. JNPT prepares proposal for new schemes/projects to be included in the budget. All budget controlling & monitoring officers should review the monthly progress of expenditure. Any change required during the course of year should be dealt with under the rule of re-appropriation. Physical progress vis-à-vis financial is important to be monitored.
- 2.6. Inspection & Internal Auditing – The inspection and Internal Auditing shall be done for annual accounts.

CHAPTER-3- STAGES FOR ESTIMATION OF WORKS

Following are the stages which are involved for undertaking any work form making a proposal to undertake a work to the completion of work including operation and maintenance of works:

- Requisition of work from user group /indenter or internal requirement of concerned section /department.
- Preparation of basic scope of work and preliminary cost estimates by user group or executing department including preparation of pre-feasibility / feasibility report if required.
- Administrative approval and expenditure sanction
- Preparation of Detailed Project Report including all surveys and investigations
- Preparation of cost estimates
- Preparation of draft bid / tender documents
- Technical sanction
- Approval to bid documents
- Invitation of bids
- Prebid conference
- Amendments /addendum to bid / tender documents
- Receipt of bids/tenders
- Scrutiny of bids
- Acceptance of bids
- Commencement of work
- Completion of works.
- Defects liability period
- Operation and maintenance

3.1 **Requisition of work** when the need of the work arises due to functional requirements of various departments, a Requisition of Work either from the User Group/Indenter or internal requirement of concern section /department is prepared.

3.2 **Preparation of basic scope of work** considering the requirements of work to be carried out, the user department, executing department, service group shall prepare Basic scope of work and preliminary cost estimates / Pre-Feasibility Report/Feasibility Report in case of Large Projects.

3.2.1 **Preparation of preliminary Cost Estimates:** The preliminary cost estimates shall include cost of various components of work including cost of survey and investigations required if any as well as cost of preparation of detailed project report in case of specific projects where such requirement of feasibility report / detailed project report exists . While initiating the work, the stage regarding, provision in budget estimate is to be checked. If the work is of urgency in nature necessary provision is to be made in revised estimate. While preparing the estimate for conservancy contract, different

component like minimum wages and allowances payable on that and percentage thereof may be considered. The estimate is prepared based on DSR or CPWD SoR or Market Rates, as applicable.

- 3.3 **Administrative Approval and Expenditure Sanction:** With the above basic scope of work and cost estimates, the Indenter/User Group shall move the case and obtain administrative approval, financial concurrence and expenditure sanction including fund allocations. The Indenter/User Group shall convey the Administrative Approval (AA) and Expenditure Sanction (ES) of the Competent Authority (CA) as per Delegation of Powers.
- 3.4 **Preparation of Detailed Project Report** Once the Administrative approval and expenditure sanction of the competent authority is obtained next stage of work i.e preparation of DPR/Cost estimates shall be carried out.
- 3.4.1 In case of works for which detailed project report is required and the requirement of which and cost of preparation of the same is approved in the Administrative approval, the preparation of the DPR shall be taken up
- 3.4.2 If external agencies /consultants are required for preparation of DPR their appointment shall be carried out as per the tendering procedure prescribed at in the manual.
- 3.4.3.1 In case of works for which survey and investigations like geotechnical investigations are required and external agencies / consultants are required for the same their appointment shall be carried out as per the tendering procedure prescribed in the manual.
- 3.4.3.2 After the soil investigation / topographic survey and other such investigations like presence of utilities and shifting requirements if any, and based on the feasibility report / Detailed project report or Techno economic feasibility report , the Head of the executing department shall firm up the scope of the work with PESTLE . (Political, Environmental, Social, Technical, Legal, & Economic Impact) to the extent to provide Basic engineering including order of magnitude, estimates, and preparation of technical bid Packages. The detailed scope of the work shall be developed and finalized taking into account the technical inputs of the user department.
- 3.4.3.3 It must be ensured that the detailed scope of work to be tendered reflects the indenter's intent and is 'fit for purpose.' Any additions which are extraneous to the scope must be avoided unless duly accompanied with the appropriate administrative authority's approval.
- 3.4.3.4 In case of urgency, the Head of Departments may permit invitation of tender and finalization of offers in anticipation of sanction. In case

of Engineering Procurement and Construction (EPC) cases, approval of Chairman shall be obtained to initiate tender processing pending Expenditure Sanction. However, financial concurrence must be obtained before opening of Price Bids.

3.5 **Emergency works** may be resorted to if there is an operational urgency like fire, flood, earthquake, war, civil disturbance, accidents, equipment breakdown etc. and when it is necessary to restore normalcy (for reasons including those related to environment, safety and security) of people, equipment, machinery, civil, mechanical, marine or other works (including third party property) in the shortest time and normal methods of tendering is not feasible.

The User/indenter shall record the above mentioned operational urgency to award /execute the work on Nomination / Single Tender. Work may be commenced without detailed estimate or formal technical / administrative sanction. In all such cases, an immediate report shall be given to the competent authority accompanied by a preliminary estimate. This shall be followed by a detailed estimate / actual expenditure within one month from the date of completion of such works for Ex post facto approval as per DOP.

- i) Emergency works up to Rs. 2.5 Lakhs- Without calling quotation, Manager of the respective section can award/order on spot directly to the agency to meet the emergency. Subsequently formal approval of the competent authority shall be obtained within 30 days from the completion of work.
 - ii) From Rs. 2.5 Lakhs to Rs. 5 lakhs- Single offer or email quotation. Order can be placed with the approval of the HOD within 8 hours. Subsequently formal approval of the competent authority shall be obtained within 30 days from the completion of work.
 - iii) From Rs. 5 Lakhs to Rs. 25 lakhs- Limited tender enquiry from registered vendors. Order can be placed with the approval of the HOD with the concurrence of Finance. Subsequently formal approval of the competent authority shall be obtained within 30 days from the completion of work.
- 3.6 The competent authority shall accord administrative approval and expenditure sanction for emergency works. The powers for acceptance of tenders will be governed as per DOP or such other revisions / instructions as may be issued from time to time.
- 3.7 In case of revamping/modification works envisaged in the scope of work , site survey/physical check shall be carried out by the respective discipline engineers or Consultant for preparing the related scope of work for the Bid Package. Introducing the investment appraisal techniques like the Return on Investment IRR /payback period and Net Present Value for financial viability of the Projects as standard practice/ Delegation of powers for projects in electrical as well in maintenance / modifications. During approval stage of the project, it is observed that it becomes difficult to choose one of the best options for going ahead for project .These techniques with clear financial feasibility will accelerate the financial approvals and will help JNPT to choose correct Option.

3.8 **Approval of Scope of Work**

- The approval of scope of work shall be taken from the competent sanctioning authority. Concerned level officer of the User / Indenter group or internal requirement of concern section /department shall have full powers to finalize scope of work.
- Any change in scope of work vis-à-vis scope approved as above shall require the approval of competent authority.
- Normally Scope of Work should be firmed up before Invitation of Bids; however any specific and essential alterations subsequent to invitation of tender may be done only with the approval of Competent Sanctioning Authority.
- Before inviting tender, the tender document would be vetted by concerned department. If any changes required in the scope, the same shall be incorporated in the tender after obtaining necessary approvals.

3.9 Feasibility Study for Major Projects/ Schemes, Feasibility Report shall include the contents as per prevailing guidelines issued from the Ministry /Project Appraisal Section from time to time.

3.10 **COST ESTIMATES**

Cost estimates of the work shall reflect to the extent possible likely cost of completion of work as per the scope of the work approved and stated in administrative sanction.

Detailed cost estimates shall be prepared based on budgetary quotations /e-quotations / rate analysis where PWD (SOR) rate is not applicable considering all the requirements of works. However, as per the circular No. JNP/VIG/Tender/2016/316 dated 1/8/2016 all tenders of threshold limit of Rs.25.00 lakhs and above, the estimate should be prepared based on the open tender i.e. e-budgetary quotation.

The basis of costs shall be quantities of various items of work required for completion of the work and the rates of various items.

3.10.1 Quantities: Quantities of various items of the works shall be worked out on the basis of investigation, surveys, and drawings prepared as per the scope of the work.

3.10.2 Quantities shall be calculated fairly accurately so that during execution of work there are no excesses.

3.10.3 The estimate shall provide for all the items likely required for work.

3.10.4 Quantities of various items of RCC work shall be generally based on preliminary designs.

- 3.10.5 Rates:
Cost estimates shall be prepared by adopting any one of the following methodologies, as appropriate. For each type of work, there shall be only one costing methodology approved by the respective Head.
- 3.10.6 The Standard Schedule of Rates shall be prepared for all the standard items by adopting the standard procedures (as per PWD norms with prevailing market rates for labour and materials, equipments, or CPWD rates etc.). These estimates will be scrutinized by Finance Department during Financial concurrence stage and get the approval of the Competent Authority as per DoP. (Margin of profit and overheads in PWD standard data analysis is generally in the range of 10 to 15 %.)
- 3.10.7 PWD rates shall also be adopted in the case of Item Rate/Percentage Rate tenders for Civil and Electrical works, if considered relevant other Schedule of Rates (SoRs) may be adopted with the prior approval.
- 3.10.8 Where PWD Schedule of Rates are not available, LAR (Last Awarded Rates) duly updated by cost index for the current year or derived from the other existing rates by interpolation shall be applicable. If such LAR is not available, then the rates shall be worked out with the help of budgetary quotes and/or market rates (survey done on phone /physical/websites) obtained by the concerned project executing/service group approved by Competent Authority.
- 3.10.9 Market survey shall be done by the Service/Project execution group to collect costs/budgetary quotations as per the (survey done on phone /physical/websites) and duly approved by the Competent Authority.
- 3.10.10 The accuracy in the range of estimates prepared on the basis of Schedule of quantities and schedule of rates as mentioned above shall be considered as +/-10%. (+/-20% in case of dredging)
- 3.10.11. Cost estimates for specialized nature of works shall be prepared using project cost data obtained on budgetary basis or drawn from execution of similar earlier works, or use of costing software/database or through expert services of experienced project management consultant. The cost estimation prepared by the consultant on their rates shall also be considered.
- 3.10.12 While carrying out market survey/collecting budgetary quotes etc., no commitments and assurances of awarding works will be given to prospective vendors/suppliers/contractors.
- 3.10.13 No profit margin will be considered where ever budgetary quotes are adopted for complete item of work.

3.10.14 Equipments / Craft:

- i) Attempt should be made to obtain as many budgetary quotes as possible from reputed / potential firms and a time of 21 days be indicated therefore. In the event if receipt of less than 3 budgetary quotations, two extensions upto 10 days may be considered.
- ii) In the event of non-availability of 3 quotations within the above extended period, the estimate be prepared on the basis of the number of budgetary quotes received, which may be one, and
- iii) Where more than budgetary quotes is received, the estimate be framed on the average of the quotes, which will reduce variation and fluctuations.
- iv) In addition where a work DGS&D are available these rates should be considered.
- v) In case of hiring of equipment / craft, the estimate be based on previous year rates duly revised to cover escalation or on budgetary quotes.

3.11 Other considerations in the estimates

- Utility shifting
- Project monitoring and supervision by external agencies
- Third party inspections
- Third party quality audit
- Design charges for external agencies
- Diversion of roads etc.
- Price variation

Technical Sanction

A Technical Sanction amounts to a guarantee that the proposals are technically sound, and take into consideration the provisions of various items incorporated are adequate and appropriate for the nature of works to be carried out and that the quantities , rates are estimated accurately and are based on data which is adequate to justify the quantities required, rates considered .

Before an estimate is technically sanctioned, the following shall be desirable:

All the required surveys and investigations are carried out which include topographic/hydrographic surveys, geotechnical investigations, utilities over ground, underground etc.

- (i) Detailed architectural / engineering drawings and specifications.
- (ii) Preliminary structural drawings for foundations, substructures
- (iii) Preliminary structural drawings of superstructure
- (iv) Preliminary drawings for internal and external services.

- (v) Detailed engineering, structural and other related drawings and specifications
- (vi) Detailed drawings for various utilities like electrical, plumbing, etc.
- (vii) Preparation of broad specifications of equipments / crafts / services etc. in case if Mechanical / Marine / Electrical.

The officers of the concerned department are empowered to accord technical sanction.

In case of multi-component projects / sub-heads of works, sanctioned (Exp. Sanction) by the Competent Authority for which a clear and specific provision exists in such expenditure sanction, Technical Sanction may be accorded for each such component by an authority.

Finance Concurrence of Estimates

The estimates received in Finance Department shall be scrutinized with reference to the following points before according financial concurrence:

- (i) The departments concerned have followed the general instructions regarding preparation of estimate as per Chapter 3
- (ii) There shall be a budget provision in the approved budget for the work proposed to be undertaken. In case of part estimate for projects, it may be ensured that the proposed work falls within the scope of the approved project cost estimate. For unbudgeted proposals, necessary re-appropriation approval shall be obtained as per DOP and further ratification in RE budgets exercised by the indenting department.
- (iii) That proper justification for the works proposed to be furnished by the indenting department.
- (iv) That the rates adopted for each item of work shall be as per Chapter 3 and supported by detailed analysis of rates approved by the competent authority as per DOP.
- (v) For emergency / exigency works, the circumstances leading to such emergency / exigency are to be recorded in the proposal.
- (vi) The indenter/ Executing department shall ensure that the calculations shown in the estimate are arithmetically correct.

Estimate shall be sent for finance concurrence as per financial limits specified in DOP. However, if such an estimate is based on rate analysis for certain estimate rate where the PWD/CPWD rates are not available, estimate will be prepared through quotation / e-quotation or contains items having rate analysis, the rate analysis shall be concurred by Finance Department and approved by Competent Authority before the same is taken as basis for the preparation of any estimate.

EXPENDITURE SANCTION

Expenditure Sanction (ES) to a project or part thereof shall be accorded by the competent authority according to DOP.

Expenditure sanction shall be accorded on the basis of cost estimates and the scope of work.

Further to the above, a provision of 3% may be added to cover the cost of unforeseen contingencies over and above the estimated cost.

EXCESS OVER EXPENDITURE SANCTION

During Placement of LOI/Award of work/Notice of Award (NOA)

In case, any excess over the sanctioned amount is known before tendering or during tendering, the tendering process shall not be held up for want of additional expenditure sanction. However, only in the cases where it is found tender finalized amount exceeds expenditure sanction, LOI/Award of work/Notice of Award (NOA) shall be placed after obtaining additional sanction or otherwise.

During Execution

The expenditure sanctions up to 10% can be exceeded, if so, required at any stage during the execution of the work, revised technical sanction can be accorded by the competent authority as per DOP.

REVISED TECHNICAL SANCTION

A revised estimate shall be prepared when the excess over sanctioned estimate is likely to be more than 10% and shall be submitted for the approval of competent authority as per DOP.

A complete deviation statement on completion of the work and approved by the competent authority may be treated as revised technical sanction.

During execution of work, in case any change order due to change in scope of work as per requirement of Indenter/User or any major upward/downward variation in quantities is envisaged/is felt necessary due to operational/administrative reasons which may result in requirement of additional funds, then such additional Technical Sanction/Expenditure Sanction shall be taken as per the change order procedure defined in this Manual, in stages whenever it is required. However, the execution of work shall not be held up for want of additional expenditure sanction.

3.12. Revision of Cost Estimates

Revision of Cost estimate shall be carried out in following circumstances:

- 3.12.1. Time lag between the "Preparation of Feasibility Report" and the "Actual Tendering" is more than a year.
- 3.12.2. Need to modify the scope of work in line with execution methodology and additional requirements from the Asset.

- 3.12.3. Cost of individual tenders may not be explicitly contained in the FR etc.
- 3.12.4. Abrupt fluctuations in the market rates.
- 3.12.5. The Consultants advice may be obtained to review the cost estimates as worked out in the proposal / as provided in the FR / DPR.
- 3.12.6. The revised cost estimate should be firmed up and got approved from the Competent Authority before date of submission of the bids. These revised estimates shall be considered for evaluation of the bids.

CHAPTER - 4 - TYPE OF TENDERS

Following are the type of tenders, which are generally invited for execution of works:

4.1 Bill of quantity Tender

Item Rate tenders are invited where bidders are required to quote rates for individual items of work and work out total bid amount on the basis of schedule of quantities furnished by the department.

4.2 Percentage rate tenders

Percentage Rate tenders are invited for civil works where, bidders are required to quote overall percentage above or below the estimated amount (or rates) put to tender for total scope of work. In this case the schedule of quantities and the rates of items are given in the BOQ tender. In case bidders are quoting price below 10% of estimated cost, the bidder has to submit additional BG towards performance security equivalent to 5% of award price

4.3 Lump-sum Turnkey/EPC Tenders

Lump-sum Turnkey/EPC Tenders are invited in respect of works for which the bidders are required to quote a lump-sum price for completing the works and services in accordance with the Bid requirements as the case may be.

Lump-sum Turnkey/EPC Tenders can be for executing the works as per the given design, drawings and specifications. Alternatively it may include elements of design engineering and preparation of detailed drawings and specifications as well, which shall be in keeping with the given design criteria/ basic engineering design i.e. functional, structural & performance parameters.

4.4. Item rate tender

Item Rate tenders are invited where bidders are required to quote only rates valid for certain Period .The quantity of works are not defined at the time of tendering, however works will be executed as per the need basis.

4.5. Restricted Tenders:

Restricted Tenders of any value can be called with prior approval of the Competent Authority as per delegation of financing power with recorded reasons.

4.6. The tenders can be called in two bid system or single bid system and the same can be decided by the concerned Department based on the nature of work.

CHAPTER -5 - MODES OF BIDDING SYSTEM

Draft Tender: Before the tenders are invited draft tender shall be prepared. The draft tender shall contain following:

- Short Tender notice for publication
- Detailed tender notice
- Instruction to bidders
- Conditions of contract
- Special conditions of contract
- Bill of quantities in case of BOQ tenders
- Priced bill of quantities in case of percentage rate contract
- Scope of work in case of EPC contracts /lump sum contracts
- Schedule of payment in case of EPC / Lump sum contracts
- Items in case of item rate contracts
- Specification
- Drawings
- Various forms
- Non-disclosure Agreement
- Integrity Pact
- Performance Bank Guarantee
- JV/Consortium

5.1 Tender Notice and publicity of tenders:

5.1.1 **Short Tender notice.** This shall be the notice for publication in newspapers giving just name and cost of the work and stating the detailed notice is available on the website of JNPT. This notice shall be published in newspapers as per following:

S.N	Work Type	Newspaper Type
	(To be stipulated)	

5.1.2 Period of Notice shall be as per following

S.N	Work Cost	Days
	(to be stipulated)	

5.2 Detailed Tender Notice

Detailed tender notice shall contain following information:

- Name of work
- Estimated cost of work
- Period of construction
- Type of tender
- Sale of document period
- Cost of tender document
- Date of pre bid meeting

- Date and time of submission of tender
- Earnest money/Bid security amount
- Bid validity
- Performance Bank Guarantee

5.2.1 Name of Work: This shall be as per the administrative approval/technical sanction.

5.2.2 Estimated cost of the work: This shall be as per the scope of work proposed to be included in the tender and shall be the cost taken from the technically sanctioned estimate.

5.2.3 Period of construction/services: Shall be as worked out as per the nature of work.

5.2.4 Type of tender: This shall be decided on the basis of nature and scope of the work.

5.2.4.1. E-Tendering and Sale of document period:-All tenders of any amount shall be invited through e-tendering system. Notice for all works shall be published on www.eprocure.gov.in or JNPT Website. In exceptional case, the tender shall be called through e-publishing with physical submission in case of recruitment of manpower on contract basis and other specialized assignment etc.

5.2.4.2 Time Limit for Publicity of Tenders

The following time limits between the date of publication of tender on website or Press whichever is earlier and the date of receipt of the tenders are desirable:

- (i) For value upto Rs.10 lakhs 21 days are as per CVC guidelines.
- (ii) For the value between Rs.10 lakhs and Rs.50 crores – 4 weeks
- (iii) For the value more than Rs.50 crores - 6 weeks

5.2.4.2. The above time limits may be varied at the discretion of the NIT approving authority keeping in view the exigencies of work.

5.2.4.3. In case of Urgency, the tender shall be invited within 7 to 10 days submission period. Also, in case of retendering, the tender shall be re-invited within short duration of 7 to 10 days submission period. However, depends upon emergency /urgency the time duration shall be decided with competent authority. The contractor who has backed out shall not be allowed to participate in the tendering process.

In case of re-inviting of tender upon cancelling the earlier tender, the cost of tender document shall be waived for the tenderers who participated in the earlier tender.

- 5.2.4.4. If there is no response to tender from contractors of appropriate classes or if unreasonably high rates are received, the eligibility criteria may be modified suitably and take approval of the Competent Authority for re-inviting tenders.

5.2.5. Cost of tender document

- (1) The following will be the charges for the Tender Fee to the tenderers as per Circular fin Dt 14 /08/2017 :—
- (a) Works costing upto Rs 50,000/- - Rs.1000/-+GST
 - (b) Works costing between Rs.50,000 to Rs. 5 Lakhs -Rs.2000/-+GST
 - (c) Works costing betweenRs.5 lakhs To Rs.25 Lakhs-Rs.4000/-+ GST
 - (d) Works costing betweenRs.25 lakhs To Rs.1 Cr. -Rs.6000/-+ GST
 - (e) Works costing betweenRs.1 Cr To Rs.5 Cr. -Rs.10000/-+ GST.
 - (f) Works costing above Rs.5 Cr.-Rs.20,000 +GST
 - (i) Goods & Service Tax (GST) are extra leviable.
 - (ii) Apart from the above, based on the nature of works/specialized works the Competent Authority shall fix the tender document charges.

5.2.5.1 Purchase of Bidding Documents by Agents in India for foreign principals

In respect of International Competitive Bidding (ICB), the Agents in India, duly authorized by their foreign principals, will be allowed to download bidding documents and pay in Indian currency through Bank Draft drawn in favor of JNPT provided such foreign principal/supplier remit the cost of bidding documents in foreign currency equivalent to Indian Rupees through Bank draft / Cashiers Cheque / Banker's cheque in favor of JNPT along with their offer before due date.

Demand Drafts received from Indian Agents towards bidding documents will be deposited by the Finance Section immediately. On receipt of requisite tender fee in foreign currency, the tender fees in Indian currency received from authorized agent in India will be released by concerned FAO under intimation to concerned Head of Tender Processing Group and the tender fees received in foreign currency will be accepted and deposited in the bank.

5.2.6.1 **Cancellation of Tender - Refund of Tender Fee**

In the event, a particular tender is cancelled, the tender fee will be refunded to the concerned bidder only.

5.2.6.2 **Exemption from Payment of Tender Fee**

The firms registered with National Small Industries Corporation NSIC/ Micro Small & Medium Enterprises (MSE) will be exempted from payment of tender fee irrespective of the monetary limit mentioned in there-in (To be considered till Monetary Limit) registration certificate. The State/Central Govt. Depts. will also be exempted from the payment of tender fee.

5.2.7. The MSE shall submit the Undertaking as per the prescribed format along with Tender that their claim for exemption is in line with Public Procurement Policy MSMs Order, 2012.

5.2.8 **Earnest Money / Bid Security**

The amount of the earnest money, which a contractor should deposit with the tender, is regulated by the following scales. In case of petty works costing **1 Lac** or less the Engineer may, at his discretion, dispense with the conditions for calling for earnest money. For special tenders like Tax Free Bond / equity related, engagement of professionals, empanelment of facilities, etc., the exemption from EMD can be considered with the approval of competent authority.

5.2.8.1 For works estimated to cost up to Rs. 10 crores: As per GFR 2017 it shall be 2 to 5%.

5.2.8.2 EMD shall be in the Form of BG for Rs 5 Lakhs and above is applicable. In case of postponement of tender due to Bank Holiday on the last date of receipt of tender, the validity of the tender already prepared EMD will be accepted as provided originally.

Mode of Deposit

The earnest money may be accepted only in the following forms:

- Banker's cheque of a Nationalized Banks & Scheduled Bank.
- Demand Draft of a Nationalized Banks & Scheduled Bank.
- The Bank Guarantee of a Nationalized Bank & Scheduled Bank

AS PER THE CIRCULAR OF JNPT, THE TENDERER IF THE COVID-2019 PANDAMIC LOCKDOWN PERIOD WILL BE CONTINUED, THE TENDERER SHOULD SUBMIT THE RFP FEES AND EMD TO JNPT IN ONLINE IN THE FORM OF NEFT/RTGS AS DETAILS GIVEN BELOW DULY MENTIONING THE BIDDER NAME ETC. AND UPLOADING THE SCANNED COPY OF THE

PERTICULARS BEFORE THE DATE OF OPENING OF TECHNICAL BID.

a	Name of the Bank	State Bank of India
b	Name of the Branch	Users Building (PUB) Branch, Nhava
c.	SB Account No	10072950169
d	IFSC Code	SBIN0007491
e	MICR Code	400 00 2122
f	Beneficiary's Name	JAWAHARLAL NEHRU PORT TRUST

Note: MSE will be exempted to pay fees towards tender document and EMD, however, the bidder has to submit the evidence of MSE registration in respective category of works.

The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of 90 days where only financial bids are invited and for a period of six months from the date of submission of the tender for two bid system.

5.2.8.3. Refund of earnest money

5.2.8.3.1 The earnest money given by all the tenderers except the L1 tenderer shall be refunded within 07 days after expiry of stipulated bid validity period or acceptance of the successful bidder whichever is earlier. EMD submitted by the successful tenderer will be refunded within 30 days from the date of submission of Performance Guarantee and signing of the agreement.

5.2.8.3.2 The Engineer /Tenderer should periodically review the Tender Opening Register with a view to ensure that the earnest money is refunded in time.

5.2.8.3.3 Earnest money is not security deposit

The earnest money, which a tenderer for a contract is called upon to furnish along with his application for issue of tender for the contract is not a security deposit within the meaning of rule 45 of the Saving Bank Rules for depositors. No account can, therefore, be opened for the deposit of such earnest money in the Post Office/ Saving Bank.

5.2.9 Forfeiture of earnest money

5.2.9.1 The forfeiture of the EMD shall be done as per **GCC**. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to JNPT, then the JNPT shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely

5.2.9.2 If contractor fails to furnish the prescribed performance guarantee within the prescribed period as provided in the tender / bid document, the earnest money shall stand forfeited automatically without any notice. (However, in case of urgent / emergency works if the work is

commenced and the contractor has already carried out the works more than the performance guarantee value, then the amount equivalent to the stipulated Performance Guarantee shall be withheld without incurring any accrued interest to the contractor. If the contractor submits requisite PBG then the deducted amount may be released. However, if the contractor is not performing then action to forfeiture of EMD will have to be initiated)

5.2.9.3 If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to JNPT should be worked out with reference to the estimated cost of the work so awarded.

5.2.9.4 In case of forfeiture of earnest money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.

5.2.9.5 **Exemption from Payment of EMD**

The firms registered with NSIC/MSE will be exempted from payment of tender EMD irrespective of the monetary limit mentioned in their in registration certificate. The State/Central Govt. Depts. will also be exempted from the payment of tender fee.

The MSE shall submit the Undertaking as per the prescribed format along with Tender that their claim for exemption is in line with Public Procurement Policy MSEs Order, 2012.

DECLARATION & UNDERTAKING BY MICRO SMALLSCALE & MEDIUM ENTERPRISES/STARTUP COMPANIES

(i) As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSE (MoMSE)

h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSE.

- (ii) MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.
- (iii) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSE.
- (iv) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- (v) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- (vi) The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

(To be on the Company letter head)

Date:.....

DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES

Sr.no	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Companies / Public Limited Company / Others	
2	Does your organization belong to Micro / Small / Medium scale Industry	Micro Small Scale Medium Non MSE
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered Services as per MSE certification. (Please tick mark the appropriate)	Manufacturer for supply items Service Provider for services Trader/reseller/authorized agent/ distributor Non MSE Bidder

Declarations:

- In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs) we hereby declare as under) we are a Micro / Small Enterprise, as on bid closing date of this tender.
- We are a Manufacturer of the quoted supply item(s)/ service provider for quoted services and valid documentary evidence for same is submitted.
- MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

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)

5.2.9.6. The Tenderer shall be eligible to tender for works based on the past experience gained from the works executed by the earlier firm (Partnership Firm) in the same proposition of share of the applicant in that partnership firm where the applicant was partner earlier.

5.2.9.7. **Joint Venture:**

The Joint Venture clause has been incorporated in accordance with the recommendations of the Committee constituted for standardization of procedures and documents by MoS dated 4th June, 2010.

- Joint venture is allowed in all contracts of value Rs.5 crore and above.
- In case the Bidder is a Joint Venture, it shall comply with the following additional requirements as per the document of NHAI:
 - a) Number of members in a Joint Venture shall not exceed 3 (Three);
 - b) The Bid should contain the information required for each Member of the Joint Venture;
 - c) Member of the Joint Venture shall nominate one member as the lead member (the “**Lead Member** “). Lead Member shall meet at least 60% requirement of Bid Capacity, Technical and Financial Capacity, required as per tender. The JV as a whole shall cumulatively/collectively fulfil the 100% requirement;
 - d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
 - e) The Lead Member shall itself undertake and perform at least 51 (fifty one) per cent of the total value of the work.
 - f) member of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding

Agreement, to be submitted along with the Application, shall, inter alia:

- (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the Project is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities; if any, of each member;
 - (ii) Commit the approximate share of work to be undertaken by each member.
 - (iii) include a statement to the effect that all member of the Joint Venture shall be liable jointly and severally for all obligations of the Contract in relation to the Project until the Defect Liability period is achieved in accordance with the EPC Contract; and
- g) Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

Whether a member of JV shall be permitted to participate either in individual capacity or as a member of another JV in the same tender.

Whether the tender form shall be purchased and submitted only in the name of the JV or can any constituent member of JV do it .This is to be specified in manual.

A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with tender. The complete details of the members of the JV, their share and other obligations shall be furnished in the MoU.

Once the tender is submitted, the MoU shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

Approval for change of constitution of JV shall be at the sole discretion of the JNPT. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the lead member shall continue to be lead

member of the JV. Failure to observe this requirement would render the offer invalid.

Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

On award of contract to a JV, a single performance guarantee shall be submitted by the JV as per tender conditions. All the guarantees like performance guarantee, bank guarantee for mobilisation advance, machinery advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

On issue of LOA (Letter of Acceptance), the MoU/JV agreement between members of the JV to whom the work has been awarded, with the same shareholding pattern as was declared in the MoU/JV agreement submitted along with the tender, shall be got registered before the Registrar of Companies under 'The Companies Act-2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to JNPT before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated JNPT shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the contractor under this contract

Members of the JV to which the contract is awarded, shall be jointly and severally liable to JNPT for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to JNPT during the course of execution of the contract or due to non-execution of the contract or part thereof.

The Joint venture agreement shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

The Joint venture Agreement shall be in all respect be governed by and interpreted in accordance with Indian Laws.

No member of the Joint Venture shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other members and JNPT in respect of said tender/contract.

All the members of the JV shall certify that they are not blacklisted/debarred by JNPT or any other Ministry/Department/PSU from participation in tenders/contracts on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

5.2.9.8. Integrity Pact:

The provision of Integrity Pact shall be made in GCC. Details of Integrity Pact in Govt Depts./organizations & appointment of Independent External Monitors(IEM) to overseas for Integrity Pact are contained in CVC Circular No. 02/01/2017 dated 13th Jan, 2017 available on CVC website along with amendment thereof. The IEM shall be appointed by the Administration Dept.

In compliance to guidelines of the Central Vigilance Commission, for contract works exceeding Rs. 50 (fifty) crores, an Integrity pact shall be signed between the Contractor and JNPT. The format of the pact is as under subject to revision from time to time

5.2.9.9. Fraud and Corrupt Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

Also, if the Engineer in Charge receives adverse report against contractor, either from department or any other department then participation of such contractor is stopped on the basis of such report and tender of such contractor are not considered. The Engineer in charge/officer communicate the information for record & approval on the action taken or proposed to be taken by him.

5.2.10 Bid Validity

Bids shall remain valid for a period not less than as provided in the N.I.T./Tender Documents, 90 days or 120 days after the deadline date for bid submission. A bid valid for a shorter period is liable for rejection at the discretion of the JNPT. In case, bid evaluation and award of work is delayed, on request of the employer, the contractor may require to submit the bid validity extension without prejudice to tender provisions

5.2.11 Performance Bank Guarantee

5.2.11.1 The successful tenderer, hereafter referred to as the contractor, shall deposit an amount equal to 5% plus GST (for M&EE contracts 10% of contract value) of the tendered and accepted value of the work (without limit) as performance bank guarantee as per GCC in one of the following forms:

- i) Deposit at Call Receipt/Banker's Cheque/Demand Draft/ Pay Order of a Nationalized Bank/Schedule Bank.
- ii) An irrevocable bank guarantee of any nationalized bank. /Schedule Bank in the prescribed form given in Annexure.

5.2.11.2 The time allowed for submission of the performance guarantee by the contractor shall be decided by the NIT approving authority for a period ranging from 15 to 30 days of issue of the letter of acceptance, depending upon the magnitude and/or urgency of the work. This period can be further extended, if required, by the Engineer-in-charge for a maximum period ranging from 7 days to 15 days at the written request of the contractor. Such time period may be mentioned in the schedule while finalizing the NIT. A sample copy of the letter of acceptance to the contractor for submission of the performance guarantee is given in tender.

- i) Recovery of 5% Retention Money to commence from the first bill onwards and @5% of Bill Value ;(Not applicable to M&EE contracts)
- ii) Retention Money be refunded within 14 days from the date of payment of final bill.
- iii) Balance of SD to be refunded immediately not later than 14 days

from completion of Defect Liability/Warranty Period.

- iv) Additional BG equivalent to 5% of award price to be taken in case quoted price is below 10% of estimated cost.
- v) If the contractor fails to submit performance security within normal and extended allowed time for submission, then course of action should be predefined.
- vi) Levy of any interest on performance security if the contractor requests for extension to submit performance security.
- vii) Action to be initiated against the failed contractor shall be specified in manual.

5.3 Instructions to Tenderer:

Instruction to bidder shall contain following information:

- General Description/Scope of work
- Eligibility and Qualification Criteria
- Cost Of Bidding
- Site Visit
- Contents of Bidding Documents
- Clarifications
- Pre Bid Meeting
- Amendments to Tender/Bidding Documents
- Language of the Tender/Bid
- Documents comprising the Bid/Tender
- Tender/Bid Prices
- Validity
- Bid Security
- Submission of Bid/Tender
- Place of Submission
- Date and time of submission
- Late bids
- Modification / Withdrawal of Bid/Tender
- Tender Opening
- Process to be confidential
- Clarifications of Bid/Tender
- Negotiations
- Tender liable for rejection
- Correction of Errors
- Award Criteria
- Employers right to reject
- Notification of Award
- The integrity pact shall be executed for the works costing Rs.50 crores & more.

5.3.1 General Description /Scope of work

This shall generally briefly describe the work / services to be carried out for the bid /tender which is invited in the bid notice.

Eligibility and qualification Criteria (Minimum qualifying Criteria) MQC

5.3.2 Essential Qualification Requirements (EQR)

EQR in general should have rejection criteria including experience and financial evaluation methodology, duly deliberated and recommended by tender committee and approved by the Competent Authority.

5.3.2.1 Experience

5.3.2.1.1 The tenderer should have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.

Three similar completed works each costing not less than amount equal to 40% of the estimate cost; (**OR**)

Two similar completed works each costing not less than amount equal to 50% of the estimated cost; (**OR**)

One similar completed works costing not less than amount equal to 80% of the estimated cost and;

Qualifying criteria for composite works (e.g. works involving more than one distinct component, such as Civil works, Electrical works, Mechanical Works, Marine works, etc.) should clearly defined.

Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria for composite works.

Parameters that constitutes a composite work shall be clearly predefined with estimated tender cost of it, as part of tender document without any ambiguity.

Documents to be submitted by tenderer in support of work experience should be clearly mentioned in tender document. Conditions of acceptability of work experience certificates from private, government or public limited companies issued by a person authorised by the organisation also be mentioned in manual. List of documents to be submitted by the tenderer along with work

experience such as work order, bill of quantities, payment received duly certified by Chartered Accountant, TDS certificates etc. should clearly mentioned in manual.

Similar work has to be clearly defined for each tender.

In case of composite works, the similar work as well as experience criteria should be clearly defined.

Note: —Similar Completed Works means—The completed works in which major component of the work are of similar nature to the tendered work. For example, if Road work with black topped pavement is tendered then completed road work must have black topped pavement. If tendered work is building work then the Similar Completed work shall be a building work similar to tendered work

The above criteria is subject to change wherever any Govt. / CVC guidelines are issued superseding the present guidelines, as the case may be.

5.3.2.1 Financial Capacity

5.3.2.2.1 Average annual financial turnover of the firm during the last 3 years preceding the financial year (in which the bids are invited) should be at least 30% of the estimated cost of the work tendered without GST.

Documentary proof such as copies of work order and completion certificates shall be submitted for assessing the technical experience. Audited Balance sheet, Profit and Loss Account statement shall be submitted for assessing annual turnover. All the above documents shall be enclosed with the tender in original or notarized copies. The price bids of those firms who do not meet the eligibility criteria shall be returned unopened.

5.3.2.1.2 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

5.3.2.1.3 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

- iii) For dredging works, essential qualification requirement is as per the guidelines of MOS dated 29/08/2016.

5.3.3. Site Visit. Tenderer are advised to visit site to get first-hand information about site and availability of all material and other resources required for the work. Date and time of site visit if such visit requires special permission shall be indicated in the tender /bid document.

Other MQC which are tender specific shall be included case to case basis with approval of competent authority.

5.3.4. Pre Bid Meeting & clarification:

5.3.4.1. Whenever, it is felt necessary by the Company, the bidder or his official representative is invited to attend a pre-bid meeting which will take place at_(address of venue)on_____(time and date).

5.3.4.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

5.3.4.3. The bidder is requested to submit any questions in writing or by email to reach the Employer not later than one week before the meeting.

5.3.4.4. Replies to the queries raised by various bidders in the meeting, including the text of the questions raised (without identifying the source of enquiry) and the response will be transmitted / uploaded in website without delay to all prospective bidders. Any modification of the bidding documents, which may become necessary as a result of the pre bid meeting, shall be made by the Employer exclusively through the issue of an addendum.

5.3.4.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Pre bid meeting shall be held for works costing more than Rs 5 Crores or for any specialized works or consultancy work.

Pre bid meeting shall be held after 10 to 15 days after uploading of tender on website.

Reply of prebid meeting and amendments to tender documents shall be issued at the earliest.

Date of submission of tender shall be 10 days after the issuance of reply of pre bid meeting.

5.3.6 Amendments to Tender/Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all the Prospective bidders. Prospective bidders shall acknowledge receipt of each addendum by email to the Employer.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

5.3.7 Language of the Tender/Bid

Language – All documents relating to the bid shall be in English language.

5.3.8 Documents comprising the Bid/Tender

Documents comprising the Bid – The bid submitted by the bidder shall comprise the following:

- 5.3.8.1. The Bid Security
- 5.3.8.2. Priced Bill of Quantities
- 5.3.8.3. Qualification Information Form and Documents and any other materials required to be completed and submitted by bidders in accordance with these instructions.

5.3.9 Tender/Bid Prices

5.3.9.1 The contract shall be for whole works based on the priced bill of quantities submitted by the Bidder.

5.3.9.2 The bidder shall fill in rates and prices both in figures and words for all items of the work described in Bill of quantities, in case any difference in rates quoted in figures and words, the rate quoted in words will be considered for evaluation and award. Items for which no rate or price is entered by the bidder will not be paid by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

5.3.9.3 All duties, taxes and other levies payable by the Contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.

5.3.9.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

OR

The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of the NIT/Tender Document Conditions.

5.3.9.10 Currencies of Bid and Payment:

The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. In the cases of global bids, if the unit rates/prices are in terms of foreign currency, then the exemption can be taken with the approval of competent authority.

5.3.14 **Submission of Bid/Tender**

5.3.14.1 **Sealing and Marking of Bids:** The bidder shall put bid security document as per the respective Clause hereof in one envelope and properly seal and mark as —Bid Securityll. In addition the bidder shall submit proof of payment towards cost of tender documents before due date and time of opening of Bids.

The bidder shall fill in all columns in financials Bid and submit the same as per instructions given in the Tender Document.

These envelopes then be put inside one outer envelope and sealed, duly marking the outer envelope as —Technical Bid and Financial Bid.

In case of “online” tender, the bids shall be uploaded as per procedure. The cost of tender and EMD shall be paid in following JNPT’s Bank Account through e- portal.

a	Name of the Bank	State Bank of India
b	Name of the Branch	Users Building (PUB) Branch, Nhava Sheva
c.	SB Account No	10072950169
d	IFSC Code	SBIN0007491
e	MICR Code	400 00 2122
f	Beneficiary’s Name	JAWAHARLAL NEHRU PORT TRUST

5.3.15. **A. Process of E-tendering for Tenderers:**

Tenderers are requested to follow the online E-tendering procedure as follows:-

Instructions for Online Bid Submission:

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

B. REGISTRATION

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- (iii). Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- (v). only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

C. SEARCHING FOR TENDER DOCUMENTS

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

D. PREPARATION OF BIDS

- (i). Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv). To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN

card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Document” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Document” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

E. SUBMISSION OF BIDS

- (i). 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.
- (ii). The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii). Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv). Bidder should prepare the Demand Draft for Tender Fee and EMD respectively as per the instructions specified in the tender document. Scanned of the Demand Draft / Bank Guarantee (BG) should be submitted online along with Technical Bid. The original Demand Draft / Bank Guarantee (BG) should be submitted in person to the concerned official, so as to reach before the last and time of technical bid opening or as specified in the tender document. The details of the Demand Draft / Bank Guarantee (BG), any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v). Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (vi). The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vii). All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric

encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (viii). The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (ix). Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (x). The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

F. ASSISTANCE TO BIDDERS

- (i). 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.
- (ii). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 Toll Free CPP Portal Helpdesk No.: 1800-3070-2232 **Email: cPPP-support@nic.in.**

Note:- In special case, physical submission is acceptable.

- 5.3.18.1. The Employer shall maintain record of the Bid opening in the Bid Opening Register.

5.3.19 Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

5.3.20. Clarifications of Bid/Tender

To assist in the examination, evaluation and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause.

Subject to Sub-clause, no Bidder shall contact the Employer on any

matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

5.3.21. Negotiations - Negotiations are not normally conducted with the tenderers, but in case where it becomes necessary to do so, negotiations are restricted only to the first lowest/tenderer under exceptional circumstances. In case if L-1 withdraws or found ineligible after opening of tender, tenders are recalled invariably.

5.3.21.1. The justifications and details of such negotiations are duly recorded & documented without any loss of time. Convincing reasons are recorded by the Authority recommending negotiations. It is necessary to obtain prior approval of next higher authority/Competent Authority whenever negotiations becomes necessary for reasons of urgency due to time constraint in execution of works of urgent nature & when time is not available for rejection and recall.

5.3.21.2 The negotiation by the accepting authority is permitted only in following situations:

(i) for clarification & confirmation on any error/ambiguity in nomenclature/rate of items of work that is possible to set right after negotiation with lowest bidder without any obvious disadvantage to other tenderers/Govt.

(ii) In case of receipts of higher rates on recall of tender which was rejected on earlier occasions of higher rates than the justified rates including the allowable variation permitted.

5.3.21.3 Acceptance of Tenders: - The lowest tender is to be accepted as per the Delegation of Power.

5.3.22 Correction of Errors

5.3.22.1 Bids determined to be substantially responsive, will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

5.3.23.2 Where there is discrepancy between the rates in figures and in words for any rate in the unit rate column, the amount in words will govern; and

5.3.23.3 Where there is a discrepancy between the unit rate and the line item

total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with the Clause.

5.3.23 Evaluation of Tender

5.3.23.1. The tender offers received shall be studied in detail and a comparative statement of substantially responsive bids shall be prepared. A substantially responsive tender offer is one that conforms to all the terms, conditions and specifications included in tender documents, without material deviations or reservations. If any clarifications are required from the tenderer, the request and the response shall be in writing but no change in the price or substance of the tender offer shall be permitted. The comparative statement is checked and signed by all the members of the Tender Committee (TC).

5.3.23.2. The comparative statement shall be in such a way that the rates are in comparable position as per the terms of tender enquiry without accepting any special conditions made by the parties. Variation, deviations, alternative offers and other factors which are in excess of the requirement of the tender documents or otherwise result in unsolicited benefits shall not be taken in to account in tender evaluation. However, appropriate adjustments may be considered for correction and errors (only arithmetical errors evident in the tender offers) and for acceptable variations, deviations, and discounts offered within tender requirements.

5.3.23.3. Based on the comparative statement, L1, L2, L3... Ln shall be determined and the rates of L1 shall be examined in detail with reference to the estimated rates. If L1 rates are reasonable the TC shall recommend the placement of order on L1 party.

5.3.23.4. In the case of tender for pre-qualification bids, or technical bids, the comparative statements prepared shall show the position of the various parameters and commercial terms and the same shall be put up to TC for study and for recommendation. The recommendations of TC are put up to the Competent Authority for sanction. If, however, the terms and specification and other parameters are to be discussed with the parties, the TC shall do so before finalizing their recommendations.

5.3.24. Guidelines for Award of Work

The TC shall scrutinize evaluation report along with submission of the bidders comprising following procedure for evaluation. The report

will be prepared by the department and the same will be scrutinize by Tender Committee (TC). This committee will follow the following procedures for evaluation:

- 5.3.24.1. Evaluation will be done only on the basis of set criteria which will be clearly stated in the bid documents. No document presented by the bidder after the closing date and time of the bid will be taken into account by TC, unless it is of a purely technical nature which has no bearing financially on the contract and which does not seek major changes in technical specification given in the bid documents.
- 5.3.24.2. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purpose by the Tender Committee but if that bidder emerges as the lowest tender the rebate offered will be taken into account by the TC. The Tender Committee's recommendations shall be submitted by the coordinating officer to the competent Authority for its consideration for seeking its approval.
- 5.3.24.3. The tender committee's report will be self-contained, clear and unambiguous. The TC must verify the documents meticulously and bring out all the deviation, if any.
- 5.3.24.4. If the prices quoted are above or below the cost estimate by a percentage considered abnormal say 25%, the tender committee will give the reasons for such variation. Cogent reasons will be given for rejecting/accepting bids as Non-responsive/responsive.
- 5.3.24.5. If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract, the employer may require the bidder to produce detailed price.
- 5.3.24.6. Analysis for any or all items of the tendered bill of quantities to demonstrate the internal consistency of these rates with the execution method and schedules proposed. After evaluation of the price analysis, the employer may require that the amount of performance security is increased at the expense of the successful bidder to a level sufficient to protect the interest of the employer against financial loss in the event of default of the successful bidder under the contract.
- 5.3.24.7. While studying various bids and recommending or rejecting any party, the TC shall keep in mind that though the employer is not bound to accept any offers, even though lowest, at the same time the employer must act in a reasonably Bona-fide way and not arbitrarily and the same should be on record. While studying the comparative statement and rates and conditions of the various parties, TC shall study the conditional offers also and make assessment of the various offers. The late offers received after opening of the tender shall not be opened and the same be returned.
- 5.3.24.8. During scrutiny/evaluation of tenders if the TC finds that the original tender enquiry terms need to be relaxed or tender specifications

need to be changed. The TC shall recommend for revision of terms and re-tendering.

- 5.3.24.9. While studying the L1 rates with the estimates, if the TC finds that variations in the item rates are reasonably close to PWD rates/estimated rates and /or past rates, L1 rates can be recommended.
- 5.3.24.10. If, however, L1 rates are much lower than the estimated rates say by 10% the TC shall examine to ensure, whether the rates are workable or not without compromising the quality and if required the rate analysis of the party shall be obtained and studied before recommending such offer. The TC shall also evaluate whether performance security provided in the tender documents, is enough or not prior to finalizing its recommendations. The negotiation with the parties other than L-1 are disallowed as per latest instructions received from C.V.C.
- 5.3.24.11. If the rates of the lowest bidder are abnormally high/low (+/- 10% of the estimated rates), the TC shall study the viability of higher/lower rates and may ask lowest bidder for submission of rate analysis. In case of higher rate quoted by lowest bidder, the TC recommend, if considered necessary, for negotiation with the L1 for reduction of the rates. If any such negotiation is to be conducted, the same shall be got approved by the Competent Authority before it is resorted to. For negotiation with the L1, TC shall follow the guidelines of Central Vigilance Commission, circular No. 4/3/07 Dated. 3rd March, 2007, together with subsequent amendment, if any.
- 5.3.24.12. **Tender Committee nomination for tender evaluation shall be formed as under:**

Civil, Electrical, Mechanical, Marine crafts / equipment and Project implementation works shall carry out the Technical Evaluation by respective Department. Tender cost up to Rs 5 Lakhs will be evaluated by executing departs/ sections directly and tenders above Rs. 5 lakhs will be evaluated by committee subject to revision from time to time.

S No.	Estimated amount of works	Committee Members
1.	Works from 5 lakhs to Rs.10 lakhs	Supdt. / LWO/A.O of executing department Account officer of Finance department Supdt. / LWO/A.O of User's department.
2.	Works from 10 lakhs to Rs.25 lakhs	Asst. Manager of executing department Asst. Manager of Finance department Asst. Manager of User's department
3.	Works from 25 lakhs to Rs 75	Dy. Manager of executing department Dy. Manager of Finance department

	lakhs	Dy. Manager of User's department
4.	Works from 75 lakhs to Rs.5 crore	Manager of executing department Manager of Finance department Manager of User's department
5.	Works from 5 crore above	Chief Manager of executing department Chief Manager of Finance department Chief Manager of User's department

5.3.25. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

5.3.25.1 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, facsimile confirmed by registered letter. This letter (hereinafter and in conditions of Contract called the—letter of Intent) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the —Contract Price).

5.3.25.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security.

5.3.25.3 The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the representative of the Employer as per DOP and sent to the successful bidder.

5.4 Conditions of Contract

5.4.1 The conditions of contract shall incorporate the provisions specified in chapter 7/8/9 of the works manual

5.4.2 The standard conditions of contracts to be used for various works shall be as below

5.4.2.1 For bill of quantity contracts ---

5.4.2.2 For EPC /Lump sum contracts

5.4.2.3 For BOT contracts _____

5.4.2.4 For item rate contracts -----

5.5 Special Conditions of contract

5.5.1 Special conditions of contract are work and site specific .They shall be drafted on the basis of standard document or FIDIC document or model document.

5.6 Bill of quantities in case of BOQ tenders

5.6.1 Bill of quantities shall be prepared keeping in view the technically sanctioned estimate and the scope of work decided by the competent

- authority.
- 5.6.2** The wording of the items in the bill of quantities shall be thoroughly checked and shall match the wording in the sanctioned estimate and shall be such that they convey the scope of that item considered in the estimate
 - 5.6.3** The quantities of the items shall be same as considered same as provided in the estimate. Only in case of multiple tender / splitting of the work for tender purpose the quantities shall be apportioned accordingly.
 - 5.6.4** The units of the items shall be also checked thoroughly so that they match the item and rate considered in the estimate.
 - 5.6.5** The units of quantity shall also be thoroughly checked so that they match the rates considered in the estimate.
 - 5.6.6** The rates are to be quoted by the contractor. Hence this column is to be kept blank for bidder to quote.
 - 5.6.7** The total cost of work put to tender shall be worked out based on quantities and rates of items included in the BOQ.
 - 5.6.8** The total cost put to tender shall become basis for tender notice period, earnest money etc.
 - 5.6.9** The approving authority/committee for draft tender shall satisfy itself towards wording of the items, quantities, units of the items included in the tender/bid.
 - 5.6.10** It shall also satisfy itself that all the items included in the estimate are included in the BOQ.
- 5.7** Price bill of quantity in case of percentage rate tender
- 5.7.1** Bill of quantities shall be prepared keeping in view the technically sanctioned estimate and the scope of work decided by the competent authority
 - 5.7.2** Bill of quantities shall be prepared keeping in view the technically sanctioned estimate and the scope of work decided by the competent authority
 - 5.7.3** The quantities of the items shall be same as considered same as provided in the estimate. Only in case of multiple tender / splitting of the work for tender purpose the quantities shall be apportioned accordingly.
 - 5.7.4** The units of the items shall be also checked thoroughly so that they match the item and rate considered in the estimate
 - 5.7.5** The units of quantity shall also be thoroughly checked so that they match the rates considered in the estimate
 - 5.7.6** The rates shall be same as in the technically approved estimate.
 - 5.7.7** The total cost of work put to tender shall be worked out based on quantities and rates of items included in the BOQ

- 5.7.8 The total cost put to tender shall become basis for tender notice period, earnest money etc.
- 5.7.9 The approving authority/committee for draft tender shall satisfy itself towards wording of the items, quantities, units of the items included in the tender/bid.
- 5.7.10 It shall also satisfy itself that all the items included in the estimate are included in the BOQ.
- 5.7.11 Scope of work in case of EPC contracts /lump sum Contracts
- 5.7.12 In case of EPC / Lump sum contract the bids are based on the scope of work defined in the bid document as well as drawings provided in the bid document and the specification provided in the bid documents. Payment is based on stage completion of the work or the billing schedule. The quantity risks are therefore are of the bidder while scope risk is that of the employer. It is therefore necessary that the scope of work is properly defined so that it covers all the work envisaged in the estimate and the scope of work intended to be completed
- 5.7.13 The scope of work shall cover each component of work in detail so that it covers the provisions in the estimate
- 5.7.14 It shall be thoroughly checked that the scope of work and the drawings are not in conflict with each other
- 5.7.15 It shall be thoroughly checked that the scope of work and the specifications are not in conflict with each other.
- 5.7.16 Stage payments / billing schedule shall be such that payments are not disproportionate to the work carried out.
- 5.8 Items in case of item rate tender
- 5.8.1 In case of item rate tenders, only items and rates are agreed upon. No quantities are agreed upon. Therefore description of only items is given in the tender.
- 5.9 **Specification**
- 5.9.1 Specifications shall consists of two parts
- 5.10.1.1. The first part are standard specification which cover all the works are generally included by reference to these specifications
- 5.10.1.2 The second part consists of additions or amendments to the standard specifications considering the requirements of the work/items of work.
- 5.11 **Drawings**
- 5.11.1 The drawings shall be prepared in detail so as to cover all the scope of work envisaged in the estimate and it conveys correctly the works to be carried out by the bidder.

- 5.11.2** The drawings about the location of the work and giving general idea of topography, location etc. shall be provided along the bid.
- 5.11.2** The drawings shall be based on standard protocol i.e. size, numbering system, lettering, notes etc.
- 5.11.3** It shall be ensured that the description of items/work in the tender and the drawings are not in conflict with each other
- 5.11.4** Sufficient drawings shall be included so as to cover all the scope of work.
- 5.12. Standard Forms**
- 5.12.1** Standard forms shall be as per standard document or FIDIC document or model documents issued by the Government.

CHAPTER- 6- APPOINTMENT OF SPECIALIST SERVICES

- 6.1 Consultants:** Government Agencies like IIT, Chennai/Madras, Mumbai, CWPRS, NIO, NIOT, NEERI, INCOIS, IRS, NTCPWC and any other Govt institutions/agencies can be appointed for specialized works, on nomination basis.

To engage IPA empaneled consultants by inviting bids.

To engage consultants through open tendering process by specifying eligibility criteria.

- 6.2** In case of emergency or updation of any report/DPR/Study an assignment can be given to earlier consultant who prepared such report/DPR/study on nomination basis with reasons recorded in the proposal.

6.3 Specialists

For hiring the services of specialists on man day basis for scientific/professional jobs, approval of Competent Authority as per DOP shall be obtained.

The concerned project execution group shall firm-up the scope of work in consultation with the indenter/user, technical specifications, process data and drawings, schedule etc. for preparation of detailed bidding documents for appointment of consultant/Specialists.

6.4 Third Party Agency

Third Party Certification Agency

- (i) Certification Agency would be appointed for the specialized nature of the project for value more than Rs.10 crores and are required to issue Certificate of Fitness in respect of quality, safety and life of the structure.
- (ii) Scope of work and estimates for third party certification work for the respective project shall be prepared by Project Group in consultation with and duly vetted by Engineering Consultant.
- (iii) Selection of Certification Agency can be done on the basis of an open tender, limited tender or on nomination basis.

6.5 Third party inspection agency (TPI)

As per latest CVC Circulars on the subject, third party inspection (TPI) is required to be carried out by a reputed third party inspection agency. Bidding documents shall indicate in detail that third party inspection agency, shall be appointed by JNPT for carrying out the fabrications inspection and supervision jobs for works and services.

6.6 Empanelment of Consultants / Third Party Inspection Agency (TPI) / Certification Agency

- (i) In case the Engineering Consultants /Certification Agencies/ Third Party Inspection Agencies are regularly required, respective projects shall process for empanelment of such agencies in different categories to save on time for tendering etc.
- (ii) However, for appointment of Consultant /Third Party inspection /Certification Agency for a specific project, administrative approval and expenditure sanction shall be obtained as per the relevant provisions in DOP.

CHAPTER- 7-TENDERING METHODOLOGY

Following methodology for inviting the tenders shall be followed.

- 7.1.1.1 Open Tenders
- 7.1.2 As a general rule, all the tenders for Civil/Electrical/Marine/Mechanical and other works tenders of value more than Rs.2 lakhs shall be through National Competitive Bidding (NCB) through E- Procurement/Tendering CPP Portal
- 7.1.3 In the case of International Competitive Bidding (ICB), a Tender Notice shall be advertised in two leading National English Newspapers and in Indian Trade Journal/Indian Export Bulletin or a similar trade publication/export journal of repute. The tender notice should also be published in JNPT's website for details of Notice Inviting Tender (NIT).
- 7.1.4 Open tender bidding documents can be downloaded from CPPP Portal by bidders. Tender Fee is applicable. The time limit should be allowed for submission of bids, after the date of publication of advertisement as specified in 15.5.
- 7.1.5 If, in response to Open Tender enquiry, only one offer is received, before opening the tender, the Competent Authority (Sectional Head /Departmental Head) can decide whether extension of time for tender submission can be resorted to, to get better response. If no further offer is received even after the extended date, the tender/offer received with record of justification shall be finalized thereof.
- 7.1.6 In the case of NCB, a Tender Notice shall be advertised at least in one leading National English Newspapers and in one Local Daily for tender value exceeding Rs.1 Cr. and critical PPP projects, where concerned HOD may take approval. The tenders up to 1 Cr. there shall be No Press advertisement, however notice should be published in JNPT's website, CPP & or GeM portal.
- 7.2. Limited Tender
- 7.2.1. GFR 2017 shall be referred Limited tender can be given for 25 Lakhs and below only.

As a general rule, Limited Tenders shall be invited from the parties as approved by the Competent Authority. Enquiries should generally be sent at least to three parties of prospective suppliers/contractors and published in the company's website.
- 7.2.2. If, in response to a Limited Tender enquiry, only one offer is received, before opening the tender, the Competent Authority can decide whether extension of time for tender submission can be resorted to, to get better response. If no further offer is received even after the extended date, the competent authority may proceed with the finalization of the tender/offer received with record of justification thereof. In case of online tender, the process of extension is happening automatically, if there is poor response.

7.2.3. The approving authority for invitation of limited tenders shall be as per DOP/ Govt. of India guidelines.

7.3 Single Tender/Nomination

7.3.1 Invitation of Bid from only one agency in specific circumstances, as below. Award of work on single tender / nomination on emergency basis shall be resorted to only when there is an operational urgency like Accidents , Equipment Breakdowns fire, flood, earthquake, war, civil disturbance, revenue loss and safety point of view etc. and when it is necessary to restore normalcy (for reasons including those related to environment, safety and security) of equipment, machinery and civil, mechanical or other works (including third party property) , AMC/OEM/OES/Authorized Dealer/Service provider OEM Proprietary Articles Certification (PAC) in the shortest time and possible normal methods of tendering is not considered feasible. Nominations shall be accorded to in the cases where Govt. / PSU agencies provide services /materials.

The user/indenter shall convey the operational urgency as mentioned above and obtain approval from the competent authority as per the Schedule of powers by giving proper justification and on the merit of case.

If any work order / purchase order is issued on nomination basis, the same is to be kept informed to the board by placing Table Paper as per CVC guidelines.

7.4 Works on Hand Quotation Basis

Execution of works/services up to Rs.1,00,000/- may be made by the User Group/ Service Group / Project Execution Group on Work Order basis by obtaining at least three quotations from three independent agencies without tender committee. EMD and Security Deposit are not required in such cases.

7.5 Through e-Tendering Mode

7.5.1 The Tenderer shall obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS/n Code/ e Mudra to get access for Online Bid Submission through the e-Procurement site <https://eprocure.gov.in>

7.5.2 Tender document shall be submitted online only in the designated single /two cover system on the E-tender website www.eprocure.gov.in on or before due date. The following are the procedure for submission of tender through online.

7.5.2.1 Tenderer should do the registration in the tender site using the —Click here to enroll option available.

- 7.5.2.2 The Digital Signature registration has to be done with the e- token, after logging into the site.
- 7.5.2.3 Tenderer can use —My Space area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 7.5.2.4 Tenderer should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- 7.5.2.5 Tenderer then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
- 7.5.2.6 Only one DSC should be used for one Tenderer. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- 7.5.2.7 Tenderer should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.
- 7.5.2.8 If there are any clarifications, the same may be clarified during the pre-bid meeting.
- 7.5.2.9 Tenderer should take into account the corrigendum's if any, published before submitting the bids online.
- 7.5.2.10 Tenderer must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
- 7.5.2.11 Tenderer selects the tender which he is interested using search option & then moves it to the favorite's folder.
- 7.5.2.12 From the folder, appropriate tender can be selected and all the details can be viewed.
- 7.5.2.13 The Tenderer should read the terms & conditions and accept the same to proceed further to submit the bids.
- 7.5.2.14 The Tenderer has to enter the password of the DSC / e- token and the required bid documents have to be uploaded one by one as indicated.
- 7.5.2.15 The Tenderer has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- 7.5.2.16 The rates should be offered in the format specified. (.xls format)

- 7.5.2.17 If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.
- 7.5.2.18 Upon successful completion of the bid, the system will give a successful bid updation message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.
- 7.5.2.19 The bid summary should be printed and kept as an acknowledgement.
- 7.5.2.20 The bid summary will act as a proof of bid submission for the subject Tender.
- 7.5.2.21 For any clarifications regarding the Tender, the bid number can be used as reference.
- 7.5.2.22 The bids should be submitted on or before the prescribed date & time.
- 7.5.2.23 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
- 7.5.2.24 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the tender system. The bidders should follow this time during bid submission.
- 7.5.2.25 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- 7.5.2.26 The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 7.5.2.27 Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers' public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 7.5.2.28 For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.

7.6 RATE CONTRACT WORKS:

Works of repetitive nature like painting, civil, marine services,

mechanical and electrical works, etc. can be covered under Approved rates contract. Usually such works under this category would be undertaken by the maintenance department and occasionally by project.

7.7. **Execution of Works:** - The execution of the work will be as per GCC and specifications. All the correspondence with contractor shall be made by Engineer-in-Charge or Officer in-Charge for the work. The Engineer in-Charge & Officer in-Charge and his representatives shall be responsible for execution of works and contract management. According to drawing, design, specification, quality & agreement. The time of completion shall be considered as an essential factor of contract management. In case of shortage of staff & high value of project, PMC shall be appointed for Monitoring & administration of the project/works

7.7.1 **Site Documents:** - The requisite documents/registers shall be maintained at site by the field officers/ Engineers.

7.7.2. The rates for extra items, substitute items and deviation in the agreement items beyond limit specified in the agreement shall be based on provisions in GCC.

7.7.3. Measurement of Work: All measurements are to be done as per provision of GCC & abstract of schedule of measurements & payments are to be entered using MB or E-MB module.

7.7.4. **Acceptance of substandard work:-**

(i) In general, sub-standard works should not be allowed to occur, as they reflect poorly on the professional competence of the field staff and adversely affect the image of the Department.

(ii) Acceptance of work below specifications and/or below acceptable levels of workmanship, and the resulting payment at reduced rates for such defective/deficient works should be resorted to only for those items where materials conforming to the required specifications are not available, or where it is structurally impossible to get the work re-done or where in opinion of Engineer in Charge it is expedient to do so.

7.7.5. Completion Certificate:-

(a) Provisional Completion Certificate

On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and is ready for use, then a provisional Completion Certificate with a list of outstanding balance items of work that need to be

completed in accordance with the provisions of the contract shall be recorded by the officer in charge and Engineer in charge.

(b) Final Completion Certificate

Before the work is declared as completed in all respect for release of final payment, the work shall be inspected by the Engineer in charge. In case of composite works, inspection shall also be carried out by the competent authority of the minor components of work. The Final Completion Certificate shall be recorded by both the officer in charge and Engineer in charge under whose tenure the work is completed. The time schedule for issue of completion certificate shall be as per GCC provision.

7.7.6 Engineer-In-Charge

- (i) As and when the Letter of Acceptance / Indent is issued by the authority accepting the tender, the work order shall also indicate the Engineer-in-charge for the work, who will perform the functions and exercise the powers of Engineer-in-charge as per the conditions of the contract.
- (ii) The Engineer in charge shall be nominated as per the following criteria subject to revision from time to time.
 - a) Up to Rs.10 lakhs – Superintendent
 - b) From 10 lakhs up to Rs. 25 lakhs – Assistant Manager
 - c) From 25 lakhs up to Rs. 100 lakhs – Deputy Manager
 - d) From 100 lakhs Up to Rs. 500 lakhs - Manager
 - e) Above Rs.500 lakhs – Chief Manager

CHAPTER -8- PROCEDURE FOR CERTIFICATION OF BILL FOR RELEASE OF PAYMENT

8.1. Running Bills:

- 8.1.1. Measurements of the work executed & accepted are taken jointly by the representatives of the contractor and Engineer-in-Charge, Consultant, (if any) and are recorded in the measurement books and duly signed by both.
- 8.1.2. On the basis of recorded measurements the Running RA bill is prepared & submitted by the contractor to the Engineer-In-Charge with supporting back up documents.
- 8.1.3. AM/Supdt/AE/JE records the abstract of the bill in the Measurement book.
- 8.1.4. The concerned Engineer-in-Charge and the consultant (if any) checks the bill submitted by the contractor with respect to the joint measurements , rates quoted in BoQ & necessary support/back up documents.
- 8.1.5. Engineer-In-Charge and the engineers executing the work checked for the compliance of contract provisions as per the following check-list :
- i) Whether Performance Security in terms of BG is submitted by the Contractor and is valid.
 - ii) Execution of Contract Agreement.
 - iii) Labour License obtained for the max labours to be deployed on work.
 - iv) Whether bound copy of contract document containing original contract Agreement, work order, Technical and Financial Bid, All correspondence exchanged between Contractor and Employer till award of work is prepared along with photocopies as stipulated in tender and original copy of contract agreement is handed over to the respective Manager for safe custody.
 - v) Whether Work Programme /Bar Chart is submitted.
 - vi) Requisite Insurance policies as stipulated in tender for the sum indicated from the approved Insurance Co.
 - vii) Site records of work including records related to Quality Control.
 - viii) Progress Photographs and videos.
 - ix) The bill is checked by Supdt/AM/DM 100% with respect to the measurements, rates quoted & supported / back up documents.
 - x) Concerned JE/AE/Supdt/Asstt. Manager/Engineer-In-Charge and the contractor signs the Measurement book. The Engineer-in-charge certifies the bill and the work certificate.
 - xi) Check list for the bill is filled by the Engineer-in-charge and signed by the Budget controlling Officer after entering in the Bill Payment

Register, by JA/clerk. Bill is forwarded to the finance department by the Engineer-in-charge through concerned Manager after entering the data through SAP system as under:

SAP Billing Procedure for Revenue Works:

- (i) Create Purchase order for the subject work
- (ii) Create entry sheet for Running Bill
- (iii) Bill amount shall be entered in the entry sheet
- (iv) This entry sheet shall be park in the SAP system
- (v) While parking the entry sheet the mandatory data required is invoice date, bill no., tax code and relevant section of finance dealing with the project.

8.2. SAP Billing Procedure for Capital works:-

- (i) Create Project for plan/non plan work
- (ii) Create work breakdown structures (WBS) for vendor
- (iii) Create different Purchase orders for the different WBS elements
- (iv) Create entry sheet for Running Bull in respective WBS elements
- (v) Bill amount shall be entered in the entry sheet
- (vi) This entry sheet shall be park in SAP system
- (vii) While parking the entry sheet the mandatory data required is invoice date, bill no. tax code & finance section.

8.2.1. The bill is checked by the Finance department with respect to the Measurement book and contract conditions :

8.2.1.1. If the bill is in order, the payment is made to the contractor after carrying out the deductions/deposits proposed by the executing department and mandatory deductions such as taxes etc. as per contract conditions.

8.2.1.2. If the bill is not in order, the same is returned back to the Engineer-in-Charge, with comments by finance department. Necessary corrections are carried out or the queries are answered by the Engineer-in-Charge and the bill is again sent to Finance department.

8.2.1.3. If the Finance department satisfies with the replies to the queries, payment is released to the contractor with necessary deductions as per the contract conditions.

- 8.3. **PROCEDURE FOR PAYMENT OF FINAL BILL:**
- 8.3.1. After completion of the works, Engineer/Officer-in-charge checks all the works carried out by the contractor as per the specifications, drawings, BOQ, accepts the works and issues the substantial completion/ completion certificate to the contractor as per the conditions of the contract.
- 8.3.2. Final bill with supporting documents is submitted by the contractor to the employer in compliance with Terms and Conditions of the contract.
- 8.3.3. AM/Supdt/AE/JE records the abstract of the bill in Measurement book.
- 8.3.4. The concerned Engineer-in-Charge/DM/AM/Supdt and the consultant (if any) checks the bill submitted by the contractor with respect to the joint measurements, rates quoted in BoQ & necessary support/back up documents.
- 8.3.5. Engineer-In-Charge and the engineers executing the work checked for the compliance of contract provisions as per the following check-list:
- i) Validity of Performance guarantee.
 - ii) Validity of Insurance & Labour License till actual date of work Completion.
 - iii) Vacation of labour camp area or area for site establishment allotted if any and its recovery at SoR rates of JNPT or at rates stipulated in contract.
 - iv) Clearance of Labour Wages and certificate from contractor indemnifying JNPT for any issues/cases on account of non-payment of wages to workers engaged in the contract.
 - v) No Claim certificate from the contractor for confirmation of no claims other than Final Bill/Escalation Bill if payable.
 - vi) Site records of work including records related to Quality Control.
 - vii) Progress Photographs and videos.
 - viii) As Made Drawings
 - ix) Test Reports OEM Manuals /Warranty certificates as per tender special terms & conditions.
- 8.3.6. Concerned JE/AE/Supdt /Engineer-In- Charge and the contractor signs the Measurement book. The Engineer-in-charge certifies the bill and the work certificate.
- 8.3.7. Check list for the bill is filled by the Engineer-in-charge and signed by the Budget controlling Officer after entering in the Bill Payment Register, by JA/clerk. Bill is forwarded to the finance department by the Engineer-in-charge through concerned Manager after entering the data through SAP system as under:

- 8.3.8. SAP Billing Procedure for Revenue Works :
- (i) Create Purchase order for the subject work.
 - (ii) Create entry sheet for Running Bill.
 - (iii) Bill amount shall be entered in the entry sheet.
 - (iv) This entry sheet shall be park in the SAP system
 - (v) While parking the entry sheet the mandatory data required is invoice date, bill no., tax code and relevant section of finance dealing with the project.
- 8.3.9. SAP Billing Procedure for Capital Works :
- (i) Create Project for plan/non plan work
 - (ii) Create work breakdown structures (WBS) for vendor
 - (iii) Create different Purchase orders for the different WBS elements
 - (iv) Create entry sheet for Running Bull in respective WBS elements
 - (v) Bill amount shall be entered in the entry sheet
 - (vi) This entry sheet shall be park in SAP system
 - (vii) While parking the entry sheet the mandatory data required is invoice date, bill no., and tax code & finance section.
- 8.4. The bill is checked by the Finance department with respect to the Measurement book and contract conditions:
- (i) If the bill is in order, the payment is made to the contractor after carrying out necessary deductions as per contract conditions.
 - (ii) If the bill is not in order, the same is returned back to the Engineer-in-Charge, with comments by finance department. Necessary corrections are carried out or the queries are answered by the Engineer-in-Charge and the bill is again sent to Finance department.
 - (iii) If the Finance department satisfies with the replies to the queries, payment is released to the contractor with necessary deductions as per the contract conditions.
- 8.5 For Marine contracts of various services, the contract customized initial, running, closure of contract bills etc. will be incorporated in the Tender Document in concurrence with the Finance.

8.6 TIME MATRIX FOR BILL PROCESS (Attached separately)

Activity	Time line in working days		Project cost			
	R.A. Bills	Pre-Final Bill / Final Bill	Upto Rs.25 lakhs	Above Rs.25 lakhs to Rs.5 Crores	Above Rs. 5 Crores to Rs.100 Crores	Above Rs.100 crores
Receipt of Bill by Engineer-In-Charge	0 days	0 days	Supdt	Assistant Manager	Deputy Manager	Manager
Verification of the bill by the PMC (if available) and forwarding the bill to Site-In-Charge. Verification of the bill, compliance of contract provisions, Quality Control records, Recording the abstract in MB by Site Engineer and acceptance of bill by the Contractors authorised signatory	10 days	50 days	PMC / Jr. Engineer / Asstt. Engineer	PMC / Jr. Engineer / Asstt. Engineer / Superintendent	PMC / Jr. Engineer / Asstt. Engineer / Superintendent/ Asstt. Manager	PMC / Jr. Engineer / Asstt. Engineer / Superintendent/ Asstt. Manager / Dy. Manager
Checking and certification of bill by the Site-In-Charge, Certification by Engineer-In-Charge, appropriation of bill amount in respective budget head by Budget Controlling Officer	3 days	8 days	Supdt	Jr. Engineer / Asstt. Engineer / Superintendent/ Asstt. Manager	Jr. Engineer/ Asstt. Engineer / Superintendent/ Asstt. Manager / Dy. Manager	Asstt. Manager / Dy. Manager / Asstt. Manager

Parking the Invoice in SAP System and forwarding bill to Finance Department	2days	2 days	Clerk/ Jr. Asstt/ Jr. Engineer / Asstt. Engineer	Clerk/ Jr. Asstt/ Jr. Engineer / Asstt. Engineer	Clerk/ Jr. Asstt/ Jr. Engineer / Asstt. Engineer	Clerk/ Jr. Asstt/ Jr. Engineer / Asstt. Engineer
Total Period taken by Executing Department	15 days	60 days				
Time taken by Finance Dept. for checking and dispatch / release of payment to agency with intimation to executing department	15 days	30 days	Account officer / Asstt. Manager	Account officer / Asstt. Manager	Account officer / Asstt. Manager	Account officer / Asstt. Manager

8.7. CHECK LIST FOR RA BILL

S.N	ITEM	REMARKS
1	INVOICES IN ORIGINAL AND DUPLICATE ALONG WITH MEASUREMENTS AND ABSTRACT OF WORK	BILL TO BE IN STANDARD FORMAT
2	ALL QUALITY CONTROL TEST REPORTS	A) Test reports from field tests. B) Test reports from specialized lab C) Manufacturers test certificates
3	Drawings	Required for supporting measurements
4	FIELD BOOKS /LEVEL BOOKS	
5	LABOUR LICENCES	
6	PF PAYMENTS EVIDENCE	
7	ROYALTY RECORDS	If work involves minor minerals
8	EVIDENCE OF VALIDITY OF ALL GUARANTEES	Performance Guarantee Mobilization / Machinery Advance Guarantee
9	AGREEMENT COPY	
10	NEFT FORM	
11	PAN CARD	
12	INSURANCES	Validity and evidence of premium payment to be checked
13	GST NO	

Documents at Sr no 5,6,8,9,10,11 , 12,13 are submitted with the agreement and are attached with first RA bill . Hence may not be required with every bill. Only validity of guarantees and insurances to be checked.

CHECK LIST FOR FINAL BILL

S.N	ITEM	REMARKS
1	INVOICES IN ORIGINAL AND DUPLICATE ALONG WITH FINAL MEASUREMENTS AND ABSTRACT OF WORK	Final Bill in the prescribed format
2	WORK COMPLETION CERTIFICATE	As per standard format
3	COMPLETION DRAWINGS	Where ever applicable
4	QUALITY CONTROL RECORDS (ABSTRACT)	A) Test reports from field tests B) Test reports from specialized lab C) Manufacturers test certificates
6	EXCESS SAVING STATEMENT	
7	GUARANTEES BONDS FOR ITEMS MENTIONED IN THE CONTRACT	
8	RECOVERY STATEMENT	Regarding advances Security deposits Retention Money Additional Guarantees if any
9	GUARANTEES / BONDS FOR DEFECT LIABILITY PERIODS	In case of specialized products , from manufactures/suppliers etc.
10	No Claim certificates	From the contractor From labour contractors

Checklist for Bills as per CMF recent circular as enclosed in Annexure.

ANNEXURE-1

Check list for Processing of Bill for Payment.

Sr.No.	Description	To be collected & Furnished by User department along with bills as per Agreement / Work Order / Purchase Order (if Applicable)
1	Name of the Contract work Also Specify Account Code i. Plan ii. Non-Plan iii. Revenue	
2	Agreement No. & Date	
3	Work Order No. & Date	
4	Contractor Name i. E-mail Id ii. Telephone No. iii. Mobile No.	
5	Contract Amount	Rs.
6	Date of commencement & completion of work. i. As per work order ii. Actual date	
7	In case of Extension of Time (EOT) granted with LD or without LD (Copy of the EOT granted to be attached.)	
8	i. ESI Registration No. of the contractor ESI Contribution Remittance of previous month Challan No. and Date along with list of worker Identity No. Or ii. The list of workers with Monthly Salary and Quantum of ESI contribution to be recovered (Only in case of Ongoing works in Progress) Or iii. An undertaking from contractors for non-applicability of ESI Clause	
9	Copy of Contractors EPFO Registration No. (optional) provided the contract is under the provision of EPF Act.	
10	Insurance Certificate for i. Men	

	ii. Materials & Equipment's (if applicable as per Agreement condition)	
11	Performance security i) BG No. & Date (if applicable) ii) BG Valid upto	
12	Labour License for the max labours to be deployed on work	
13	Site records of work including records related to Quality Control	
14	Progress Photographs / Videos	
15	Retention Money i. Retained till previous bill ii) To be retained in the current bill iii) Total retained up to date (Max 5% of Award contract price)	
16	Performance security i) BG No. & Date (if applicable) ii) BG Valid upto	
17	Copy of RTGS/NEFT Details of the agency	
18	GST No. of the agency	
19	Copy of Live Income Tax Exemption Certificate/Lower Deduction certificate (if applicable)	
20	Date of submission of Bill to the User department by the contractor / supplier	
21	Date of forwarding of Bill completed in all respect to Accounts bills section for payment	
22	Measurement Book Certified by the Site Engineers along with contractors signature & date	
23	Outstanding dues for recovery if any for i. Water ii. Electricity iii. Other facilities & services	
24	Deposits/ Withheld amount i. Liquidated Damages ii. Against contract items for rectification iii. Any other head decided by Engineer-in-charge	
25	Copy of approval for excess/ variations of quantity if any	

26	Technical staff - if there is appointment of Technical staff, Documentary evidence to be enclosed for making relevant payment.	
27	Nature of Contract whether a. Annual Maintenance Contract OR b. Work Contract OR c. Supply of Manpower / Material	
28	Labour Wage Clearance Certificate in case of Final Bill	
29	No Claim Certificate in Case of Final Bill	
30	As Made Drawing in case of Final Bill	
31	Work done report/ daily sheets / shift wise report	
32	Material entry at gate/ inward gate pass for materials/ delivery challan	
33	Attendance sheet	
34	Installation / Testing/ Commissioning report.	
35	Visit report, if applicable	
36	Minutes of meeting.	
37	Fire permit/Electrical work permit	
38	PF contribution	
39	Test reports/ certificate	
40	Inspection report	
41	Packing list	
42	Country of origin	
43	Fumigation certificate	
44	Third Party Inspection Report	
45	Bill of lading	

.Sd-
Jr. Engineer / Asstt. Engineer/Supdt

.Sd-
Asstt. Manager /Dy. Manager

APPENDIX

- APPENDIX-I Delegation of board's powers to the chairman, deputy chairman and other officers under section 21 of the Major Port Trust Act 1963.
- APPENDIX-II Summary of Recommendations of Standardization of document by MoS in 2010.
- APPENDIX-III Guidelines issued by MoS on undertaking dredging at Major Ports.
