



मुंबई पोर्टन प्राधिकरण
Mumbai Port Authority



यांत्रिकी एवं विद्युत अभियांत्रिकी विभाग,
ए.वी. वी. हाउस, दूसरा माला,
शहिद भगतसिंग रोड, गोवा स्ट्रीट, बॅलार्ड इस्टेट,
मुंबई - ४०० ००१. इंडिया.

MECHANICAL & ELECTRICAL
ENGINEERING DEPARTMENT
ABB HOUSE, 2ND FLOOR, SHAHID
BHAGATSINGH ROAD, GOA STREET,
MUMBAI - 400 010. INDIA.

30/1/2024
Lavesh Vaity

No. MEED/HF-138(20/2023)/ 367.

Date: 30-01-2024

To.

LETTER OF ACCEPTANCE

M/S. PRUDENT CONTROLS PRIVATE LIMITED.
91/B, S G Barve Marg, Kamgar Nagar,
Kurla (East), Mumbai-400024

Dear Sirs,

Sub.: **Tender No. MEED. 20/2023.**
PROVISION OF FIRE-FIGHTING PUMPS & ITS ACCESSORIES AT
PROPOSED MUMBAI INTERNATIONAL CRUISE TERMINAL

Ref.: Your offer dated 22.09.2023.

With reference to above, it is to inform you that, your offer for 'Provision of Fire Fighting Pumps & its accessories at proposed Mumbai International Cruise Terminal' amounting to **Rs. 2,84,76,629.50** (Rupees Two Crore Eighty-Four Lakh Seventy-Six Thousand Six Hundred Twenty-Nine and paise Fifty) only inclusive of GST has been accepted subject to the compliance of all Terms, Conditions, Specifications, stipulated in the subject Tender.

2. You are hereby requested pay **Performance Guarantee (Security Deposit)** of Rs.28,47,663.00 (Rupees Twenty-Eight Lakh Forty-Seven Thousand Six Hundred Sixty-Three) only, payable in the form of Demand Draft/ Pay Order/Bank Guarantee from a Nationalized/Scheduled Bank as per clause No.34 of Instructions to Tenderers of the Tender. (Please refer Specimen given in the tender for Bank Guarantee (BG) under Section VI - Contract Forms of tender). **The BG shall be executed on Stamp paper of appropriate value as applicable after approval of draft BG.**

Kindly note that the Bank Guarantee should be from Scheduled/Nationalized Bank only having Branch office in Mumbai along with Authorization Letter from Bank for Bank Guarantee. However, if the Bank Guarantee is issued by a branch of Bank located outside Mumbai, then a **letter issued by a Mumbai branch of said Bank shall be enclosed** along with Bank Guarantee confirming that in case of any claim vis-à-vis the Bank Guarantee lodged by Mumbai Port Authority (MbpA), the Mumbai Branch of the said Bank would honour the claim. The executed Bank Guarantee should be accompanied by an Authorization letter from the Bank. (Refer Contract forms - 1& 4 of Section VI of the Tender). It may please be noted that the drafting charges of Rs. 100/- in this regards will be on your account.

Please note that Demand Draft/Pay Order/BG should be drawn in the name of **"The Board of Mumbai Port Authority"**.

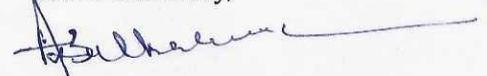
3. **Terms of Payment:** Payment will be made for the completed work as per Bill of Quantities/ specifications etc. or/and as specified in clause No. 23 of GCC & SCC. No advance payment will be made to the contractor.

4 **Completion Period:** The completion period for the subject work is **90 calendar** days from the date of issue of LOA.

5. **Liquidated Damages (GCC-26):** In the event of failure by the contractor to complete the execution of the work within the stipulated completion period or by the expiry of any period of extension granted by the Engineer in terms thereof, the contractor shall be liable to pay Liquidated Damages (L.D.) / Late Delivery Charges levied at the rate of half percent (0.5%) of the contract price per week or part there of delay, subject to a maximum of ten percent (10%) of the entire contract price.
6. **Guarantee Period:** As per clause 44 of GCC, the entire shall be guaranteed for a period of **Twelve (12) months** and it will be in force from the date of final acceptance of the items of work completed under the contract by the employer.
7. **Phasing of work / Activity Chart:** Contractor will be required to furnish phased programme of the works as to how he intends to complete the work to the Engineer within 25 days from receipt of the Letter of Acceptance and to proceed with the preliminary preparations. As time is the essence of the contract, the Bidder is requested to strictly follow stipulated completion period as indicated above.
8. **Further, you are requested to also comply with the following formalities:**
- To take out Labour Licence before commencement of work in case you are engaging twenty or more workmen for execution of the subject work. A certificate in form 'V' under provision of Contract Labour Act is enclosed herewith to enable you to obtain the Labour Licence or submit the undertaking to that effect if your employees are less than twenty.
 - To comply with the Employees State Insurance Act, 1948 GOI. Ministry of Labour & Employment, Notification dated 20th July, 2009 and provide the ESI code No. and updating the contribution towards the ESIC. Also to comply Clause No. 67.10 of GCC of tender
 - To comply with all labour Laws in force.
 - To comply with GST Regulations with GSTN documents.
 - To comply with the Employees Provident Funds (EPF) and ensure that the monthly wages of your workers are credited through ECS.
 - f) After lodging the Security Deposits and complying with all other pre-requisites, you shall commence the work in consultation with the Engineer In-charge**
9. A copy of accepted **Schedule of Quantities and Rates** is enclosed.
10. Since the contract value is more than Rs. 10 Lakhs, you will have to enter into a formal **Agreement** with the employer for the subject contract work in accordance with clause No. 32 & 33 of Instructions to Tenderers. You are, therefore, requested submit duly filled draft of contract agreement (refer Section VI - 5 of Tender) for approval of MbPA before executing the same on stamp paper. It may please be noted that the drafting charges of Rs. 250/- in this regards will also be on your account.
11. Your bill along with **all relevant documents** as per the enclosed check-list shall be submitted through EBS Portal so as to enable this office to make the payment early. You are requested to indicate the amount of GST bifurcated (SGST & CGST separately & HSN/SAC Code of each item) in the Invoice/Bill while submitting and to take note that Taxes will be applicable as per prevailing Govt. notification.
12. Kindly acknowledge the receipt of this letter on the acknowledgement slip enclosed.

- D.A.: 1) Copy of Scheduled Quantities & Rates
2) Acknowledgement (to be returned)
3) Check-List

Yours faithfully,



(A B Kulkarni)

DY. CHIEF MECHANICAL ENGINEER