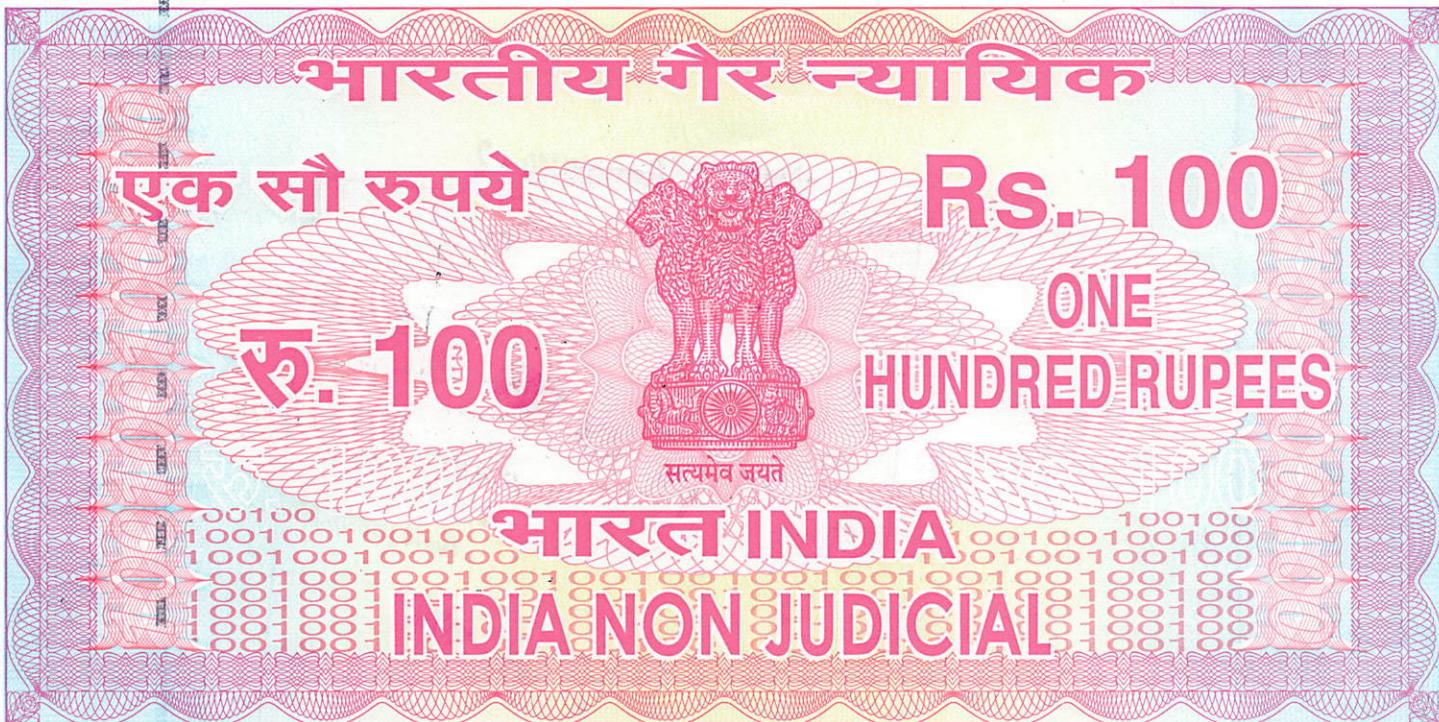


CONTRACT AGREEMENT-100 (1).pdf
Stamp Duty Charges Payment.pdf
07 MBPT NON-DISCLOSER LETTER.pdf
08 INTEGRITY PACT-100 agreement.pdf



महाराष्ट्र MAHARASHTRA

● 2023 ●

89AA 199374

प्रधान मुद्रांक कार्यालय, मुंबई^१
प.मु.वि.क. ८००००२७

12 DEC 2023

समक्ष अधिकारी

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the _____ day of _____, 2024.
श्रीम. एल. एस. सांगढे

BETWEEN

(1) The Board of Mumbai Port Authority, a statutory corporation, constituted under Major Port Authorities Act ,2021 , under the Laws of India and having its principal place of business at Port House, S.V. Road, Ballard Estate, Mumbai – 400 001 (hereinafter called “the Employer”), of the one part And

(2) M/S PRUDENT CONTROLS PRIVATE LIMITED, [incorporated under] the laws of INDIA and having its principal place of business at 91/B, Near Vishal Tower 2, S.G. Barve Marg, Kamgar Nagar, Kurla East, Mumbai City, Maharashtra, 400024 and having registered with Income Tax Department of Government of India under Pan No. AAGCP5489F (hereinafter called “the Contractor”) which expression shall unless be excluded by or repugnant to the context or meaning thereof be deemed to include the persons named, his heirs, executors, legal representatives and Administrators and his permitted assigns of the other part



बोक्स - 2 Annexure - 2

मुद्रांक नं. द को अनुसारी क्रमांक
(Serial No./Date)

1733

द्रविड़ा भूमि
Nature of India

दस्तावेजी करणी

卷之三

卷之三

卷之三

卷之三

name _____
Date _____

प्रदेशीय अधिकारी : ६००००२०

PRUDENT CONTROLS PVT. LTD.
91B, SG Barve Marg, Kurla (East), Mumbai - 400 024.

18 JAN 2020

आरवी विजयाधार

आरवी एस्टेट्स लिमिटेड
पूर्ण इमोबिलियर विकलान्दर्शक : ६००००२७
मुद्रांक वित्तीय विकलान्दर्शक :

WHEREAS the Board invited Tenders against tender no MEED. 20/2023 for execution of **PROVISION OF FIRE-FIGHTING PUMPS & ITS ACCESSORIES AT PROPOSED MUMBAI INTERNATIONAL CRUISE TERMINAL**, and has accepted a Tender by the Contractor in accordance with the supply/ delivery schedules, in the sum of Rs. **2,84,76,629.50 (Rupees Two Crores Eighty Four LakhS Seventy Six Thousand Six Hundred Twenty Nine and Paise Fifty only)** (hereinafter called "the Contract Price") AND WHEREAS, the contractor has deposited with the Board a sum of Rs. 28,47,663/- (Rupees Twenty Eight Lakh Forty Seven Thousand Six Hundred Sixty Three only) in the form of Bank Guarantee No. 37360ILG004924 dated 02.05.2024 as Security for due performance of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement; Tender No. MEED.20/2023
 - (b) Special Conditions of Contract; Tender No. MEED.20/2023
 - (c) General Conditions of Contract; Tender No. MEED.20/2023
 - (d) Specifications, drawings; Tender No. MEED.20/2023
 - (e) Notice Inviting Tender; Tender No. MEED.20/2023
 - (f) The Contractor's Tender Offer and priced Bill of Quantities;
 - (g) The Employer's Notification of Award/ Letter of Acceptance; No. MEED/HF.138(20/ 2023)/367 dated 30.01.2024

AND WHEREAS as the contractor and the Board have further agreed that this agreement will remain in force even in case of any extension/renewal of the contract on the same terms and conditions and at the same rates accepted by the Board by the letter of its Chief Mechanical



Engineer dated 30.01.2024.

AND WHEREAS EMPLOYER/ BOARD accepted the Tender of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and in such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is Provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above. For and on behalf of the Contractor.



M/S PRUDENT CONTROLS PRIVATE LIMITED



Signed:

Mr. Avinash Patil

in the capacity of , *Managing Director*

in the presence of

Mr. Lavesh Vaity
(Sales Executive)

For and on behalf of the Employer

Signed

A. Ganesan

in the capacity of *Chief Mechanical Engineer*

in the presence of M.P. Jaripatke
 Dy. Chief Mechanical Engineer

The common seal of the board of
Mumbai Port Authority was
Affixed in presence of

Secretary,
MUMBAI PORT AUTHORITY

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक वे कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: PNB/SION (1956)
 Pmt Txn id : 5165423225
 Pmt DtTime : 02-07-2024@01:17:25
 ChallanIdNo: 03006172024070250099
 District : 7101/MUMBAI

21618822569688
 Stationery No: 21618822569688
 Print DtTime: 02-07-2024@15:42:14
 GRAS GRN : MH0045896742024255
 Office Name : IGR182/BOM1 MUMBAI CITY 1

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
 StDuty Amt : R 27,980/- (Rs Two Seven, Nine Eight Zero only)

RgnFee Schm:
 RgnFee Amt :

Article : 63/Works Contract
 Prop Mvblty: Immovable Consideration: R 2,84,76,630/-
 Prop Descr : Provision of,of Fire-Fighting,Pumps & Its,AccessoriesInternationalC
 ruise Terminal,Mumbai,Maharashtra

Duty Payer: (PAN-AAGCP5489F) Prudent Controls Private Limited
 Other Party: (PAN-AAATM5001D) Mumbai Port Authority

Bank official Name & Signature



Bank official2 Name & Signature

----- Space for customer/office use - - - Please write below this line --- ---

Ref: PEPL/2024-25/Sales/07

Date: 13.06.2024

To,
The Board of Mumbai Port Authority,
S.V. Marg, Ballard Estate,
Mumbai – 400001

REF: LOA NO. – MEED/HF-138(20/2023)367 Dated 30/01/2024
Work Name – Provision of Fire- Fighting Pumps & It's Accessories at Proposed Mumbai .
International Cruise Terminal.

Sub: Submission of NON – DISCLOSER AGREEMENT.

Dear Sir/Madam,

With reference to above subject, we are submitting the Non-Disclosure agreement for above mention work order.

The original agreement and Integrity Pact documents will submit to you shortly.

We request you to accept and acknowledge the same.

Thanking You.

Your Sincerely,

For M/s. Prudent Controls Private Limited



Authorised Signatory

*Recd.
By
13/6/24*

D9501 13.00.00054

Ref. EHL 003-3215a/01

To This Board Of Appeals On Appeal

S.A. M. & G. Inc. Et al.

Appeal No. 100001

Re: T.O.V. No. - MIEVAN-12832033/365 Dated 30/01/2010
Name - The Division Of The European Patent Office - Accession To International Convention
International Bureau - Swiss Patent Office

With Purpose Of PON - DIRECTOR AGREEMENT

Dear Sirs/Madam

We're pleased to advise you that we've submitted the Non-Disclosure Agreement for your review.
We're open

The original document has been sent by e-mail to your address.

We'd like you to accept and execute before the same.

Yours sincerely,

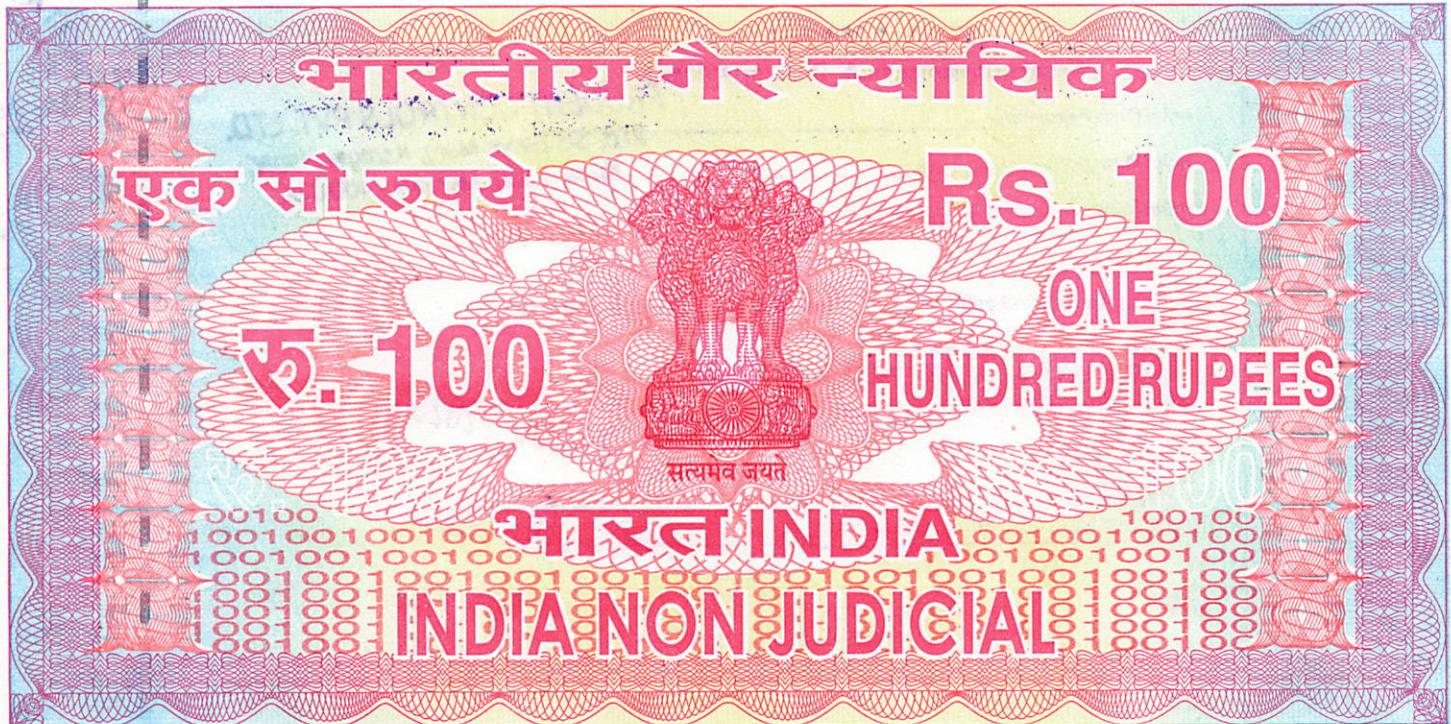
John Gibbons

For Mr. Peter Cottier Jeffreys Primary



John Gibbons

Corporation Office: 97/8, 2nd Floor, Wardha Road, Mumbai, India (400004) www.burdenscorporate.com
Registration Office: 97/8, 2nd Floor, Wardha Road, Mumbai, India (400004)
CIN: U52399MH025270054
Land Line: +91 22 2004 88000
saurabh@burdenscorporate.com



महाराष्ट्र MAHARASHTRA

● 2023 ●

63AA 874555

प्रधान मुद्रांक कार्यालय, मुंबई^१
प.मु.वि.क. ८०००००४

• 4 JUL 2023

सकम अधिकारी

श्री. जे. पी. वार्हकर



INTEGRITY PACT

BETWEEN

MUMBAI PORT AUTHORITY (MbPA) hereinafter referred to as "The
Principal"

AND

M/s. Prudent Controls Private Limited hereinafter referred to as "The
Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. MEED 20/2023. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).



जोडपत्र - १ Annexure - १

फलत परिज्ञापनाराती शेषांकाले नाव

मुद्रांक विकल घेणाराती नाव

मुद्रांक विकल घेणाराती राहिलाई पता

मुद्रांक विकल घेणाराती गोंद घटी अबु, प्रगांक दिनांक

PRUDENT CONTROLS PVT. LTD.
91B, SG Belve Marg, Kharar Nagar,
Kurla (East), Mumbai - 400 024.

000786



मुद्रांक विकल घेणाराती राही

पठेण्याबाबाटां मुद्रांक विकल घेणाराती राही

परवाना नं. ८००००७४

मुद्रांक विकल घेणाराती राही, डोमेन ली. दवे

स्वामी मुकुल, रामेश्वराची नोंद, दाढळोल (पहर), गुरुर्ह - ४०० ०६५

शहरामध्ये कृष्णरेखा रामेश्वराची नोंद प्रतिक्रिया साकार करण्यात येतील

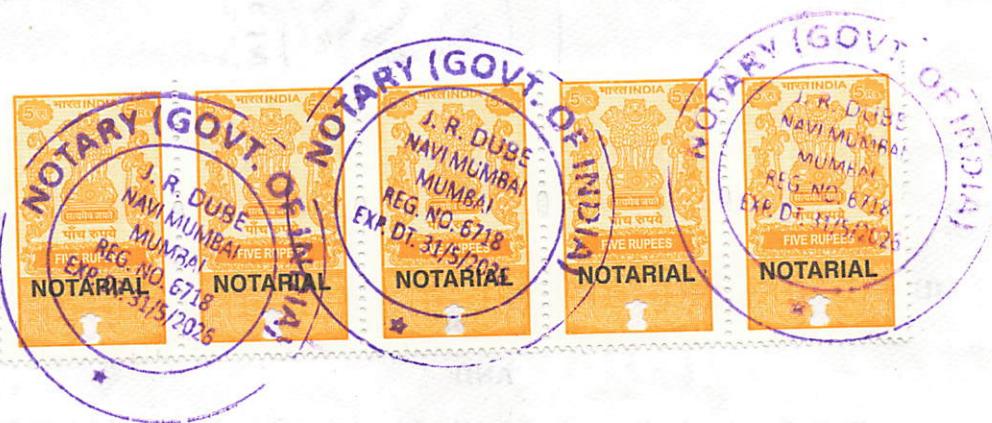
कृष्णरेखी उभारकरात, नोंद नं. ०९/०७/२००४ के ठिकाने

कृष्णरेखी उभारकरात, नोंद नं. ०९/०७/२००४ के ठिकाने

कृष्णरेखी उभारकरात, नोंद नं. ०९/०७/२००४ के ठिकाने

12 JUL 2023

+ 2 JUL 2023





In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 - Commitments of the Principal.

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process, treat all BIDDERS with equity and reason. The principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in the relation to the process or the contract execution. (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder (s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s) /Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence, under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.





- d. The bidder(s)/contractor(s) of foreign origin shall disclose the name and address of the agents / representatives in India if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principle if any.

Further details as mentioned in the "Guidelines on Indian agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agents/ representative have to be in Indian rupees only. Copy of the "Guidelines on Indian agents of Foreign Suppliers" as Annexed and marked as Annex- "A".

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from Tender process and exclusion from future contracts. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression, through a violation of Section-2, above or in any other form, such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/ contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings". Copy of the "Guidelines on Banning of Business dealings" is annexed and marked as Annexure "B".

Section-4 Compensation for damages.

1. If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the contract value, or the amount equivalent to Performance Bank Guarantee.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgressions occurred in the last 3 years, with any other company, in any country, confirming to the anticorruption approach or with any other Public Sector Enterprise in India, that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealings".

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



INDIA / OCT 1981
IIM BANGALORE
REG. NO. 6745
EXP. DR. MURUGAN

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

Section-7 Criminal charges against violation Bidder(s)/Contractor(s)/Sub-contractor(s)

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

Section-8 Independent External Monitor/ Monitors

- 1) The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions, by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairman, MbPA.
- 3) The Bidder(s)/Contractor(s) accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding





recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the Bidder / Successful tenderer is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

For the Principal

Place: Mumbai

President Controls
PVT LTD. * MUMBAI
25/09/2023

For the Bidder/Successful tenderer

Witness-1:

Witness-2:



ATTESTED BY ME

J. R. DUBE
NOTARY (GOVT. OF INDIA)
KURLA COURT, MUMBAI 400070
9224474158 / 9029299076

25 SEP 2023

ЗМІСТ

recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

- 6) The Monitor will submit a written report, to the chairperson of the board of the principal, within 8 to 10 weeks, from the date of reference of intimidation to him by the 'principal' and, should the occasion arise, submit proposals for correcting Problematic situations.
- 7) If the monitor has reported to the chairperson of the board, a substantiate Suspension of an offence, under relevant anti-corruption laws of India, and chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the vigilance office, the monitor may also transmit this information directly to the central vigilance commissioner, Government of India.

Section-9 pact Duration

This pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same time shall be binding and continue be valid, despite the lapse of this pact, as specific above, unless it is discharged/determined chairperson of the principal.

The pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

Section-10 other provisions

1. This agreement is subject to Indian law. Place to performance and jurisdiction is the registered office of the principal, i.e. Mumbai, Maharashtra.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the Bidder/successfully tenderer is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the principal
Place: Mumbai
tenderer

For the Bidder Successful

Witness - 1 _____

Witness - 2 _____

