



FR-MM (PR) –24

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT

Ref. No. .MM/NS/CE/150/

Date: /07/2016

To,

- | | |
|------------------------------------|-------------------------------------|
| 1) Shreeji Enterprises, Ponda | 2) Milan Plastic Agencies, Margao |
| 3) Nilkamal Limited, Panaji | 4) Garble Products, Mumbai |
| 5) Palekar & Company, Mumbai | 6) Royal Metal, Mumbai |
| 7) Reva Enterprises, Pune | 8) Firecrafts India, Pune |
| 9) Ganesh Trading Company, Nagpur | 10) Gold Finch, Bengaluru |
| 11) Aakruti Enterprises, Ahmedabad | 12) Vijay Hygiene Products, Gurgaon |
| 13) Scope Unlimited, Noida | 14) K.C. Green Revolution, Noida |

Dear Sir,

Last date and time of submission of tender : 11-08-2016 on or before 15.00 hrs.

Sub: Supply of Garbage bins, 2 wheeled, 240 Ltrs. with cover
Plastic / HDPE as per Annexure 'A'.

Ref: Tender No. MM/NS/CE/150 due on 11-08-2016 at 15.00 hrs.

EMD: Rs. 4,000/- (Rupees Four Thousand only)

You are requested to furnish sealed tenders in the **two cover system** superscribed (1) **TECHNO COMMERCIAL (unpriced) OFFER IN COVER-I** (marked in blue ink) and the other superscribed (2) **PRICE OFFER IN COVER-II** (marked in red ink) Both covers shall be superscribed **Tender No. MM/NS/CE/150 due on 11-08-2016 at 15.00 hrs.**

Cover marked "Techno Commercial Offer" Cover –I shall contain complete & detailed technical specifications and commercial terms and conditions such as taxes, duties, freight, insurance, discount, price variation clause and any other conditions but excluding the price and should be submitted along with Earnest Money Deposit.. Commercial and technical deviations if any should be clearly spelt out. The Cover –II marked "Price offer" should contain **only the prices** without any conditions. In case the cover marked "Techno commercial offer" contains prices and the cover marked "price offer" contains any conditions other than the price, the offer will be rejected.

Cover marked - I "Techno Commercial offer" shall be opened on due date at 15.30 hrs. in the presence of authorised representatives of the tenderer's who choose to be present at the time of opening. The cover marked II (Price Offer) will be opened only after receipt of clarification of all Technical Specifications and Commercial deviations.

Tenders shall be accompanied by EMD of **Rs. 4,000/- (Rupees four thousand only)** by Demand Draft payable to the FA & CAO, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa . Incomplete tenders or tenders without EMD in cover marked "Techno Commercial Offer" - Cover I will not be accepted. Tenders should be kept valid for a minimum period of 180 days from the date of opening and shall conform to the general terms and conditions of contract attached.

The administration reserves the right to reject any or all tenders or accept any tender wholly or in part without assigning any reason whatsoever.

MATERIALS MANAGER (i/c)

Post Box No.: 170 Menezes Braganza Road, Vasco-da-Gama, Goa, 403 802

Phone: 0832- 2512721, 2513111, Fax: 0832-2514899

Web Site: www.mptgoa.com, E-Mail mm@mptgoa.com



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

Instructions to Tenderers

GENERAL

1. **Only** manufacturers/authorized dealers / distributors / ~~Importers/Consignment agents~~ with experience **are eligible to apply for this tender.**
2. The tender reference & due date should be superscribed on the envelope and the same should be forwarded to the Materials Manager, Mormugao Port Trust, in duplicate, so as to reach him **not later than 15.00 hrs. on due date.** Tenders received after the due date will not be considered for opening. **Tenders received before the last date and time will be opened on due date at 15.30 hrs.** in the presence of the tenderers or their authorised representatives who may choose to be present.
3. The tenderers shall deposit the **Earnest Money Deposit** amount of **Rs. 4,000/-** by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa. The Earnest Money Deposit i.e. DD in original shall be sent duly enclosed in the Cover marked “Techno Commercial Offer” Cover I. **Offers without the Earnest Money Deposit in cover - I will not be considered.**
4. The tender Earnest Money deposits of unsuccessful tenderers will be refunded by EFT, after a decision has been reached as regards to the acceptance of the tender. Kindly furnish your full bank details alongwith your offer.
5. The prices should be quoted item wise separately. Prices quoted on lumpsum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
6. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
7. The prices should be valid for part quantities also.
8. We are not entitled for “C” or “D” forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.
9. The Excise duty quoted should be firm and not vary with changes in the turnover limits of a company. However, statutory changes in the Excise Duty made by the Government either in the Budget or otherwise can be considered only if these changes occur within the contractual delivery period. Whatever Excise duties are payable, documentary evidence should be produced along with the bill, otherwise the bill will not be settled.
10. The Tender Conditions, Conditions of Contract and the Tender Form attached should be signed and submitted alongwith "Techno Commercial Offer" - Cover I in acceptance of all the terms and conditions mentioned therein. In case this is not done the tender is liable to be rejected..
11. The offer submitted should satisfy all technical specifications in the attached Annexures, else the offer is liable to be rejected..

12. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
13. All documentary evidence and information requested should be furnished alongwith your offer without fail.
14. Please note that the Port does not extend any concession such as exemption in payment of EMD, Security Deposit, price preference etc to small scale industries registered with the NSIC.

15. TENDERS SHOULD BE SEALED , IN TWO COVER SYSTEM BOTH THE COVERS MUST BE SEALED. IN CASE THE TWO COVERS ARE INSERTED IN THE THIRD COVER, ALL THE THREE COVERS MUST BE SEALED. TENDERS RECEIVED WITHOUT BEING SO SEALED WILL BE REJECTED OUTRIGHT.

16. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

MATERIALS MANAGER (i/c)

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered as incomplete and liable for rejection. Further, ensure that every page is signed and stamped.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

Tender Conditions

**I. DOCUMENTARY EVIDENCE & INFORMATION TO BE SUBMITTED
ALONGWITH YOUR OFFER.**

1. (a) Detailed list of facilities available for undertaking the job must be furnished alongwith your offer. The details of your organisation as regards to managerial and other staff available should also be furnished. The detailed list of facilities available for testing should also be indicated
(b) Photostat copies of orders executed/in hand for supply of tendered items or supply of items with similar specifications should be furnished. The order copies should be of at least last three years completed in all respects.
2. (a) Name and address of your local representative/authorised dealers who will co-ordinate with the supplies should also be indicated in your offer.
(b)The certificate confirming authorised Dealership/Distributorship/~~Consignment Agent~~ must be furnished with your offer, failing which your offer will not be considered.
3. **PERFORMANCE REPORTS:-** Tenderers who have not supplied tendered items or items similar to the tendered items to this Port in the past must furnish Performance reports from their reputed customers for orders executed similar to our requirement for the last 03 years. The performance reports should indicate clearly the period for which the tendered items have been put to use and found to be working satisfactorily. In the absence of such reports their offers are liable to be rejected.

II. MAJOR CONDITIONS:

4. **Earnest Money Deposit** :- Tenderers should furnish Earnest Money Deposit as per Para 3 of Instructions to tenderers. **Offers without Earnest Money Deposit will not be considered.**
5. **SECURITY DEPOSIT:** Within 14 days of acceptance of the tender, the successful tenderer will have to effect a Security deposit equal to 5% of the value of the order by Demand Draft or by Bank Guarantee from a Scheduled Bank. The Demand Draft should be drawn in favour of the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee the same should be valid for a minimum period of 12 months from the date of receipt of order. **In case the supplies are delayed the Bank Guarantee should be extended for a further period as required.**
6. **PERFORMANCE GUARANTEE** : In addition to the deposits specified in clause 4 and 5 above, the successful tenderers will be required to effect a further deposit of an amount equal to 10% of the value of the accepted tender as Performance Guarantee for 12 months from the date of supply . The same may be furnished by Demand Draft or Bank Guarantee. In case the Performance Guarantee is furnished by way of Bank Guarantee the same should be valid for a minimum period of 15 months from the date of supply.
7. **PRICES:**
(a)The prices should be quoted **on F.O.R. destination basis** inclusive of taxes, duties, packing/forwarding, freight, insurance and other incidentals and should remain firm till completion of supply. The tenderers shall fill in the **PRICE SCHEDULE** attached as per Annexure II and submit it in Cover II. The Techno Commercial Schedule indicating the percentage of taxes/duties etc. but without indicating the price as per Annexure I, should be submitted in Cover –I .

8. **DELIVERY** :- Supply should be made **within 06 weeks** of receipt of order .
9. **TRANSPORTATION** :- The materials should be despatched by road transport, duly packed and insured ,through **DQT / TCI / ETO** or any reliable Transport Co. as will be indicated by us. The material should be despatched and consigned to the Materials Manager, Mormugao Port Trust, Baina, Vasco-da –Gama Goa on freight “Paid”/door delivery “ basis.
10. **PAYMENT TERMS::**
The payment terms will be 100% within 30 days of supply, of the materials or bills whichever is later. The payment will be made by EFT. Confirm acceptance.
11. **INSPECTION**: The materials will be inspected by our engineers at our site.
12. **PACKING**: The materials should be suitably packed to withstand the hazards of transportation.
- 14 **LIQUIDATED DAMAGES**: Supply schedule as per order should be strictly adhered to . In the event of delay in supplies, Liquidated Damages at 1% of the total basic value of the undelivered quantity will be levied per week or part thereof of delay. The total Liquidated Damages shall however not exceed 10% of the total basic value of the order. The total value here means the total value of the order exclusive of excise duty , taxes etc. **The date of despatch of material from your works will be considered as date of delivery for the purpose of Liquidated Damages.** Confirm acceptance.
15. **FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD**: In case of failure to deliver the goods in time which shall have arisen due to war, insurrection, restraint imposed by the Government Act or Legislation or other Authority, accident, strike, riot, lock-out or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or might affect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.
16. The Permanent Account Number (PAN) (Income Tax) Bank A/C No. and type of A/C, Name, Address, MICR Code and IFSC Code of Bank should be mentioned in your covering letter.
17. **VALIDITY**: The price offers should be valid for a minimum period of 180 days from the date of opening of the tender. In the event of the tenderer withdrawing the tender before the expiry of the validity of the offer, the tender Earnest Money Deposit shall be forfeited to the Mormugao Port Trust..
18. **JURISDICTION** :In case of any dispute, the jurisdiction will be GOA only.
19. If any deviations are observed in the above specified conditions, the tender is liable to be rejected.

We hereby certify that we agree to all the above tender conditions of contract attached to the tender.

Name :

M/s.

SIGNATURE & SEAL OF THE TENDERER

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered incomplete & liable for rejection. Further ensure that every page is signed and stamped.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

CONDITIONS OF CONTRACT

1 DEFINITIONS:-

PURCHASER means* MATERIALS MANAGER* on behalf of the Chairman of the Board of Trustees of Mormugao Port trust.

* INSPECTION OFFICER* means the person, firm or department nominated by the purchaser to inspect stores on his behalf.

***CONTRACTOR** * means the person, firm or company whose tender is accepted.

2 CONTRACT :- This contract is for the supply of stores of the description at the rate in the quotations as and at the time and place detailed in the Schedule Order.

3. Delivery: The contractor shall arrange deliveries of stores as detailed in supply order the time and place and the manner specified therein.

4. DELIVERY THE ESSENCE OF THE CONTRACT: The time given for delivery or despatch shall start from the date of receipt of order by the Contractor. The time for the date of delivery or despatch stipulated in the Schedule/Order shall be deemed to be the essence of the contract. In the event of the Contractor failing to effect delivery in the manner aforesaid, the Purchaser shall be entitled to recover from Contractor as Liquidated Damages and not as penalty a sum not exceeding 1% of the price of stores which the Contractor has failed to deliver as aforesaid for every week or part thereof during which the delivery of such stores may be delayed . The maximum liquidated damages shall however not exceed 10% of the value of the materials ordered. If the Contractor shall delay to complete the supplies or installment thereof as provided in the Schedule/Order by a period greater than 8 (eight) weeks, the purchaser may without prejudice to his claim for Liquidated Damages, terminate the contract and shall be entitled to purchase elsewhere on the account and at the cost of the Contractor, the stores which the Contractor has failed to deliver and the Contractor shall be liable for any loss or damages which the Purchaser may sustain of such failure on the part of the Contractor.

If failure to deliver the goods shall have arisen from war, insurrection, restraint imposed by Government Act of Legislation or other authority, accident, strike, riot, lockout, or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the Purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or might effect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.

5. INSPECTION NOTICE : When inspection during manufacture or before delivery is required, notice in writing shall be sent by the Contractor to the Inspection Officer, when stores are ready for inspection and no stores shall be delivered until the inspection officer has certified that the stores have been approved by him.

6. REMOVAL OF REJECTION: When any stores delivered to the consignee are rejected at the consignees depot on account of default on the part of the Contractor, they shall be removed by the Contractor within 14 days from the date of intimation of rejection to the Contractor. In case in which a contract is placed for delivery F.O.R. station of despatch, the rejected stores may be taken back by the supplier either at the consignee depot or at the station from which they were sent. In either of these cases, the Contractor elects to take back the stores at the station of despatch, the goods shall be booked on account and risk of the Contractor.
7. Payment:- Unless otherwise agreed between the purchaser and the contractor, the payment of materials will be made as detailed in the order.
8. The Administration reserves the right to accept plus or minus 10% of the quantities ordered.
9. The Administration reserves the right to accept/reject in part or in whole the tender without assigning any reason whatsoever.

CONTRACTORS SIGNATURE

MATERIALS MANAGER (i/c)

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered as incomplete and liable for rejection. Further, ensure that every page is signed and stamped.



Format No. FR-MM (PR) – 10

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

TENDER FORM

To,
The Materials Manager
MORMUGAO PORT TRUST
Baina Vasco-da-Gama

I/we do hereby tender to supply and deliver to the Materials Manager of the description and quantity at the prices and in the manner detailed in the conditions of contract..

I/We agree if my /our tender if accepted in whole or in part to execute within 14 days of communication to me /us of such acceptance and agreement for the supply of such quantity as the Materials Manager may accept . I/we agree that our stamps , court fees and legal costs for the execution of the Agreement shall be borne by me/us.

I/We further agree, that if my/our tender is accepted to effect within 14 days of such acceptance a deposit with the Financial Advisor and Chief Account Officer, Mormugao Port Trust, Headland Sada, Mormugao , Goa (in cash , by Demand Draft or in the form of Bank Guarantee from any scheduled Bank) equal to 5% of the Materials for which the tender has been accepted.

I/We further agree if I/We shall decline to execute an agreement within 14 days of intimation to that effect, my/our tender may not be accepted and my/our tender deposit may be forfeited to the administration

Signature of the Contractor

Name:

Address:

Witness : 1.

2.

REMARKS : Kindly submit this form duly signed and stamped else your offer is liable to be rejected.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
P.O. BOX NO.170,
BAINA, VASCO-DA-GAMA, GOA.
Website: www.mptgoa.com

Annexure - A

Item No.	Description	Unit	Qty.
1.	Garbage bins, 2 wheeled, 240 ltrs., with cover Plastic /HDPE. Brand: "ARISTO" or equivalent.	Nos.	50

MATERIALS MANAGER (i/c)

NOTE: Kindly submit this Annexure – A duly signed over your office seal along with your offer.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
P.O. BOX NO.170,
BAINA, VASCO-DA-GAMA, GOA.
Website: www.mptgoa.com

Annexure-B

TENDER NO. MM/NS/CE/150 DUE ON 11-08-2016

PREQUALIFICATION CRITERIA

1. Only the manufacturers or their authorized dealers/distributors are eligible to quote against this tender.
2. The parties should submit at least one order copy pertaining to last seven years for having supplied similar items as per our requirement of value exceeding Rs. 1,79,200/- lakhs or two orders of value exceeding Rs. 1,12,000/- lakhs each or three orders of value exceeding Rs. 89,6000/- each in order to qualify for this tender. The Rates should be clearly visible on the order copies submitted.
3. If the past performance of the tenderer as regards delivery or quality was found to be not satisfactory, then the tenderer's offer may not be considered for price bid opening.

Materials Manager (i/c)

Name, company seal & signature of the tenderer

NOTE: Kindly submit this Annexure - B duly signed over your office seal along with your offer, else your offer will not be considered.



ANNEXURE-I

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
TECHNO COMMERCIAL SCHEDULE

COVER I

OFFER NO.: _____ **DATE:** _____

TENDER NO. MM/NS/CE/150

DUE ON: 11-08-2016

Sr. No.	Code No.	Description	Qty.	P/F in %	CST in %	VAT in %	E.D in %	Freight in %	Insurance %	Others % (i.e Installation charges etc.)	Brand Model
1.	NS.1	Garbage bins, 2 wheeled, 240 Ltrs. with cover Plastic /HDPE . Brand: "ARISTO" or equivalent.	50 Nos.								

- The tenderers are requested to fill up the above details and submit the same in cover - I
- Offers not given in above format are liable to be rejected.
- ED-Excise Duty CST- Central Sales Tax, P/F- Packing & Forwarding
 VAT –Value Added Tax
- Mention 'NA' if taxes/duties etc are not applicable.

Date:

Name, Signature & Seal of the Tenderer



ANNEXURE- II

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
PRICE SCHEDULE

COVER II

OFFER NO. _____ DATE: _____

TENDER NO. MM/NS/CE/150

DUE ON: 11-08-2016

Sr. No	Code No.	Description	Qty.	U/ Rate (Basic) + Rs (a)	PF Rs (b)	CST Rs. (c)	VAT Rs (d)	E.D Rs. (e)	Fre-ight Rs. (f)	Insu- rance Rs. (g)	Ot- hers Rs. (h)	TOTAL FOR DESTI-NATION PRICE Rs (a+b+c+d+e+f+g+h) or on FOB/ FCA	Brand/ Model
1.	NS.1	Garbage bins, 2 wheeled, 240 Ltrs. with cover Plastic /HDPE . Brand: "ARISTO" or equivalent.	50 Nos.										

1. The tenderers are requested to fill up the above details and submit the same in cover - I I
2. Offers not given in above format are liable to be rejected.
3. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding
VAT – Value Added Tax
4. Mention 'NA' if taxes/duties etc are not applicable.

Date:

Name, Signature & Seal of the Tenderer