

**MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT**

TENDER No. CME/XEN(M)/CONTRACT-1/2016



**An ISO 9001 : 2008 Port
ISPS CODE Compliant**

TENDER FOR

**“HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT
HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE
(03)YEARS AT MPT ”**

Due at 10.30 hrs on **02.09.2016**

Website : www.mptgoa.com

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EMD : Rs.45,000/ -

“Tenders will be opened in the cabin of the **Executive Engineer (M), Workshop, Baina**”.

Due at 10.30 hrs on 02.09.2016

CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING TENDER (NIT)

Details about tender:

Tender inviting	CHIEF MECHANICAL ENGINEER, MORMUGAO PORT TRUST
Tender No.	CME/XEN(M)/CONTRACT-1/2016
Name of Work	HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03)YEARS AT MPT
Bidding Type	Open Tender under three cover system <ul style="list-style-type: none">• Cover I – EMD and Tender fee.• Cover II - Technical bid with EMD and Tender Fee in separate cover,• Cover III – Schedule of Rates/Prices in Separate Cover. All the covers shall be sealed in the main cover and submitted on or before the due date.
Tender Cost	Rs. 2500/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.
EMD Cost	Rs. 45,000/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.
Security Deposit	10 % of the annual contract value. Two parts: (i) 5% of annual contract value of the third year– to be furnished within 30 days of placement of order/LOA. (ii) 5% retention money deducted from the running bills.
Commencement of work	The ambulances shall be supplied and start operating the services within 60 days from the 7 th day of issue of LOA.

Qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>i) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2015 should be at least Rs.12,04,200/-. Copy of the Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2012-13, 2013-14 and 2014-15 as per Appendix - II, including relevant profit and loss statements and balance sheets.</p> <p>ii) The tenderer should have at least one commercial vehicle (four wheeler) not earlier than January 2013 registered in his own name with proof of registration and fitness certificate.</p> <p>iii) The tenderer shall have experience in supply / operation of at-least 01 No. A/C, non-A/C AMBULANCES/Jeeps/ other passenger/ commercial vehicles on hire on monthly/ yearly basis for Port/ Government/ State Government/ PSU's and any reputed organizations during the last 7 years as on due date of submission of the bid.</p> <p>Note: The Tenderers shall enclose the copy of Annual Financial Turnover for last 3 years (Auditors report in original certified by CA including relevant P/L a/c and balance sheet) , work order copies for similar works, successful completion certificates with performance, from clients indicating the date of completion, value of work done.</p>
Date & Place of Pre Bid Meeting	23.08.2016 at 1400 Hrs at Conference Room, Office of CME.
Date of submission of bids	02.09.2016 at 10.30 Hrs.
Date of Opening of bids	02.09.2016 at 11.00 Hrs.
Bid Validity Period	120 days from the last date fixed for receiving the tender.
Seal and Sign the Tender documents	<ul style="list-style-type: none"> • Tender documents duly signed and sealed by authorized person for acceptance of tender without any deviation. • No addition , deletion and alteration in the documents by the bidders.

Address for communication	“Executive Engineer(M)” Office of the Executive Engineer, Baina Workshop, Mormugao Port Trust, Menezes Braganza Road, Baina Vasco, Goa – 403802.
Contact Details	Phone :0832- 2594204/ 2594246 ; Email : xenm.mpt@gmail.com
Website	www.mptgoa.com

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION – I

INSTRUCTION TO TENERERS (ITT)

- 1.1 Tenders are invited on behalf of Mormugao Port Trust (MPT), from reputed firms who is fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of **“HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03)YEARS AT MPT”**.
- 1.2 The Complete Tender document (with drawings) may be downloaded from the Port's web site **www.mptgoa.com**. Such down loaded documents shall be considered valid for participating in the Tendering process.
Bidder is required to submit their tender offer in the form of **Three cover system** on or before due date (Refer NIT). The cost of the tender document shall be payable by separate DD alongwith EMD(in the form of DD) and shall be submitted in separate Cover-I, Technical Bid in Cover-II and Price Bid in Cover-III. The tender received after the due date and time will not be entertained. The time of opening of technical bid is as indicated at NIT.
- 1.3 The Notice Inviting Tenders (NIT) issued by MPT forms part of the Tendering Documents.
- 1.4 The Bidder shall make his all out efforts to ensure the correctness of Documents available on the Web site. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from MPT.
- 1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)

- i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2015 should be at least **Rs.12,04,200/-**. Copy of the Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2012-13, 2013-14 and 2014-15 as per Appendix - II, including relevant profit and loss statements and balance sheets.
- ii) The tenderer should have at least one commercial vehicle (four wheeler) not earlier than January 2013 registered in his own name with proof of registration and fitness certificate.
- iii) The tenderer shall have experience in supply / operation of at-least 01 No. A/C, non-A/C AMBULANCES/Jeeps/ other passenger/ commercial vehicles on hire on monthly/ yearly basis for Port/ Government/ State Government/ PSU's and any reputed organizations during the last 7 years as on due date of submission of the bid.

Note: The Tenderers shall enclose the copy of Annual Financial Turnover for last 3 years (Auditors report in original certified by CA including relevant P/L a/c and balance sheet) , work order copies for similar works, successful completion certificates with performance, from clients indicating the date of completion, value of work done.

1.6 LAST DATE FOR SUBMISSION OF TENDER

Tender Document can be submitted only in the designated three cover system as per NIT.

MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Bidder. Bidders to note that MPT shall not be responsible for late receipt of any offer due to postal delays or any other delay for whatsoever reasons.

1.7. **BIDDER TO INFORM HIMSELF FULLY**

- a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document including inspection of site.
- b. The Bidder is advised to get acquainted himself with the job involved at the site, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.
- c. Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.8. **EARNEST MONEY DEPOSIT (EMD)**

- a. The Bidder shall furnish as part of its Tender, an EMD of Rs. 45,000/- Tender without EMD shall be treated invalid. The E.M.D. shall be submitted in the form of Demand draft drawn in favour of FA & CAO, Mormugao Port Trust, VASCO, from any Nationalised/Scheduled Bank, having its branch at VASCO.
- b. The EMD and cost of Tender shall be enclosed in Cover-I, which shall be sealed and superscribed "**HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03) YEARS AT MPT – Cover- I**", failing which the offer may be summarily rejected.
- c. In the event of Bidder withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.
- d. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful Bidder shall be

refunded only on receipt of Security Deposit as stipulated in the tender.

- e. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 30 days and enter into a Contract within 45 days from the date of receipt of Letter of Acceptance (LOA).
- f. The Tenderer is required to furnish an advance stamped receipt towards refund of EMD as at Appendix-VI.

1.9. MPT'S RIGHT TO ANNUL THE BIDDING PROCESS

- a. Notwithstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. MPT reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

1.10. TENDER VALIDITY

The tender shall remain valid for acceptance for a period of **120 days** from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

1.11. AUTHORITY IN SIGNING TENDER DOCUMENTS

- The Price Bid to be submitted shall be signed by a person or persons duly authorized to sign on behalf of the Bidders.
- In case of tender document being downloaded from the web site, at the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per Appendix-VIII. He shall be issued a printed set of the Document under acknowledgement with a condition that the printed version of the Port Tender document will be treated as the authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's printed document shall prevail. Besides the Bidder shall be liable for legal action for the lapses.
- The tender, if submitted on behalf of principals or a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.
- In the event, the tender is signed by some of the partners or other persons or the Agents, the Tender should be accompanied by a valid Power of Attorney duly executed by partners/Principals specifying that the partners or person/s or Agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
- In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

1.12. AMENDMENTS

- a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be forwarded to all the prospective Bidders prior to the last date for submission of the tender in writing either by post or e-mail including displaying the said amendment on MPT web site. The prospective Bidders shall immediately acknowledge receipt thereof either by post or mail (scanned copy with seal & sign) followed by hard

copy.

- b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

1.13. **TEST OF RESPONSIVENESS**

The tender document issued by the Port, duly filling in all the blank spaces and duly signed on all pages with the official stamp shall be enclosed in the cover-II which shall be sealed and superscribed "**HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03) YEARS AT MPT – Cover- II**", and bear on the bottom left corner, the name and full address of the Bidder with his official stamp. The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover - II.

(i) Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. An application shall be considered responsive only if:

- a. It is received by the Application Due date including any extension thereof;
- b. All pages of the tender document signed, sealed, bound together in the hard copy of the Tender document;
- c. The cost of the tender of Rs.2,500/- and the Earnest Money Deposit of Rs.45,000/- in the form of DD from nationalized/ scheduled bank shall be enclosed in Cover-I.
- d. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in original for the year 2012-13, 2013-14 and 2014-15 as per Appendix-II, alongwith relevant profit and loss statements and balance sheets.
- e. Copies of work order for similar works, successful completion certificate with performance and value of work done.
- f. It is accompanied by the Power of Attorney, as per Appendix-IV.
- g. All the forms to be filled with sign and seal;

- h. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix-VII.
- ii) The bidder should possess a valid Service tax Registration Certificate, PAN, VAT, EPF registration and ESI registration number.
- iii) The Bidder should not be black listed by any Government or Non Government Organization as per Appendix-V.

The Schedule of Prices (**Price Bid**) duly filled in with the rates shall be enclosed in the Cover - III which shall also be similarly sealed and superscribed "**HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03) YEARS AT MPT – Cover-III**" and bear on the bottom left corner the name and address of the Bidder with his official stamp.

The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover - I & Cover - II. Any indication of 'Quoted price' in the technical bid documents shall lead to rejection of the bid outright.

The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.

1.14. ERRORS IN THE TENDER DOCUMENT

- a. Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- b. Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Bidder to comply with the request may result in the rejection of its Tender.
- c. Provided that the Tender is substantially responsive, the Port shall correct arithmetical errors on the following basis:

- (i.) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Port there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (ii.) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and
 - (iii.) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- d. If the Bidder that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected.

1.15. OTHER EXPENSES

All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.

1.16. CONTRACT WORKS AND CONTRACT PRICE

- a. The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, drawings, etc. annexed hereto.
- b. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and Plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

c. **SCHEDULE OF PRICE**

- The Schedule of price shall be read in conjunction with all other sections of bidding document. The Schedule of Price bid shall be submitted signed by a person or persons duly authorized to sign on behalf of bidders consists of all the works mentioned in the scope of works and Technical Specifications.
- The price offered should be firm and inclusive of all taxes & duties with WCT and Service Tax extra as applicable.

d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract and Special Condition of Contract.

e. The Price shall include all expenditure incurred towards mobilization and demobilization.

f. Price shall be quoted in Indian Rupees only.

1.17 LANGUAGE OF TENDER

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and MPT shall be written in the English language.

1.18 PRE-BID CONFERENCE

MPT shall hold a pre-bid meeting on **23.08.2016** , in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The meeting shall be held at Conference Room of the Chief Mechanical Engineer, Administrative Building, Mormugao Port Trust, as per NIT. Bidders are advised to forward their queries to the Executive Engineer(M), MPT, on or before the scheduled date of the pre-bid meeting. If there are any further queries after Pre-Bid Conference, the same shall be submitted within the due date which will be indicated during Pre-Bid meeting. No queries will be entertained after this due date. The queries received from all the prospective Bidders would be consolidated and Port's clarification to the same would be uploaded on the website. The clarifications so

issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

1.19 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID

The first cover (Cover- I) of the offer shall contain EMD and Cost of Tender document and Cover – II shall contain all the documents listed under 'Test of Responsiveness' Clause no. 1.13 based on which the Bidders will be shortlisted.

A Tender that is substantially responsive is that which conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found responsive and Cover – III (Price Bid) of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

The date and time will be intimated to Bidders whose offers are found suitable and Cover – III of such Bidders will be opened.

The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to closing time and date of the tenders will be taken as valid.

After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto,

shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

1.20 OPENING OF PRICE BID

COVER- III DETAILS: BID (BOQ) - PRICE SCHEDULE

The date of opening of the Price Cover will be intimated to the bidder who will qualify for technical cover. Price should be quoted in "Price Schedule" (as per BOQ).

1.21 EVALUATION OF PRICE BID

- a. The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the Service tax which shall be paid extra as applicable.
- b. MPT will evaluate and compare only those bids, which are substantially responsive.
- c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
- d. In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum/percentage/or adhoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.
- e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

1.22 MPT'S RIGHT TO ACCEPT OR REJECT A BID

MPT reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

1.23 AWARD OF CONTRACT

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/ explanation to the Contractors as regards non-acceptance of their Bid.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - II

TECHNICAL SPECIFICATION

2.1 BACKGROUND:

Mormugao Port Trust (MPT) intends to hire 02 (two) nos. Ambulances for operating at Hospital on monthly basis for a period of 3 years at MPT on 24 hrs basis with minimum 2 drivers on each ambulance.

2.2 SCOPE OF WORK:

- (1) Mormugao Port Trust intends to hire **02 (two) nos. Ambulances with AC** for operating at Hospital on monthly basis for a period of 3 years at MPT.
- (2) The Ambulances to be supplied on hire shall be for **24 hrs. operation and 1500Kms. per month, each usage basis** for period of 03 years.
- (3) The unused kilometers upto 200 kms. in any month will be carried forward and adjusted in the subsequent three months against the respective Ambulance at the same rates. All the decisions of the user official of MPT in this regard shall be binding upon the contractor.
- (4) The Ambulances on hire will be the property of the contractor but will remain in premises of MPT for round the clock operation (24 hrs.) basis for entire contract period of 3 years.
- (5) The contractor has to provide round the clock manning and bear the charges towards manning, fuel and all other consumables required for maintaining the Ambulances in good working condition and operating at Hospital of Mormugao Port Trust.
- (6) Contractor shall maintain 100% availability of both the ambulances after adjusting scheduled periodical maintenance. During maintenance and/or breakdown of the ambulances alternate ambulances of similar capacity shall be deployed at his/her own cost and risk.

2.3 SPECIFICATION OF THE AMBULANCES:

(i) Specification for 01 No. Ambulance with HI-ROOF.

(A) Requirements of the Ambulance.

1. The ambulance shall be hi-roof having clear standing height of minimum 06 (six) feet of the following makes and model:

APPROVED MAKE: TATA WINGER/ FORCE (TEMPO)/ TRAVELLER/ SWARAJ
MAZDA / EICHER

MODEL: a. Latest model OR
b. January 2016 model onwards.

2. The Ambulance to be supplied on hire shall be provided **with Air conditioning (AC) and a separate fan.**

3. The Ambulance shall have **Goa tourist vehicle Registration with valid commercial permit** for plying on roads. The applicable mandatory requirements as per regulations as stipulated by RTO, Govt. of Goa must be complied with and revalidated before the expiry of the due date during the entire tenure of the contract period. The Ambulance shall also have the valid commercial permit for plying in the states of Goa, Maharashtra and Karnataka.
4. The Ambulance shall have the **valid Comprehensive motor insurance** during the entire tenure of the contract period.
5. **The contractor shall submit Health Permit from the Directorate of Health Services, Govt. of Goa, once the work order is issued to him but prior to the Ambulance is deployed for the work.**
6. The contractor shall have to produce copies of Certificate of Registration, Road Tax, Pollution Control Test Certificate and Motor Insurance for comprehensive insurance cover in respect of Ambulance. No other documents would be accepted as proof of ownership in respect of the ambulance.
7. Normally, the ambulance will be required for operating within the limits of State of Goa but on occasions it may be required for plying to other adjoining states like Maharashtra & Karnataka.
8. The contractor shall provide entry passes to their deployed personnel (drivers) in dock area at his/her own cost.

(B) The requirements of accessories to be equipped with Ambulance.

- 1) Collapsible wheel stretcher (factory built) of minimum size 72 inchx21inch for carrying the patients directly inside / outside the ambulance with necessary arrangements in this regard.
- 2) The attendant seat shall be of box type & with folding arrangement and will provide adequate storage space beneath the seat to accommodate equipment viz. bed pan, kidney tray and long size splints. The size of the seat shall be of minimum 47inchx17inch with backrest of same size.
- 3) A single seat with cushion and backrest behind the driver's seat for nursing staff or trained medical practitioner.
- 4) 12 V plug point shall be provided for operating essential machines like ECG, Suction etc.
- 5) 02 nos. tube lights of minimum 14 watts shall be provided in patient area for illumination .
- 6) Fixed lower foot step shall be provided at the rear of the Ambulance for easy entry and exit.
- 7) Partition of sheet metal aluminum with window of suitable size shall be provided between driver's cabin and patient area.
- 8) Wooden cabinet of minimum size 32 inch (Length) x34 inch (Height) x15 inch (Width) shall be mounted on partition of sheet metal aluminum indicated at sr. no.7 above on the left hand side. The cabinet shall have another 3 partitions all with locking arrangement for keeping the monitor, B. P. Apparatus, Medicines etc.
- 9) Wash Basin shall be provided with fresh water dispenser of 10 litres and shall also have the provision for collecting waste water.

- 10) Suitable bracket for keeping the Oxygen cylinder of capacity 1.5 cu. mtr. in a vertical position shall be provided on driver's side corner.
- 11) Provision for Suction apparatus to be made near attendant's seat.
- 12) A suitable bracket with multiple sliding hooks for holding saline bottles shall be provided on the roof of the ambulance. In addition self locking arrangement shall be provided in order to prevent swinging of the saline bottle while in motion.
- 13) Suitable hand rail with pipe support shall be provided at the side of seat near entrance.
- 14) Frosted glass of **minimum 50 %** shall be provided to all windows in the patient area. In addition curtains shall be also provided to all windows.
- 15) The sign '**AMBULANCE**' & '**ON MPT DUTY**' shall be painted boldly in front and either side of the ambulance.
- 16) Revolving light with Siren should be provided on top of the Ambulance.
- 17) Revolving fan of adequate size and capacity shall be provided in addition to AC option.

(ii) Specification for 01 no. Ambulance with **LOW-ROOF**.

(A) Requirements of the Ambulance

1. The Ambulance shall be Low-Roof and having clear standing height of minimum 4.5 feet .

APPROVED MAKE: MARUTI EECO, SWARAJ MAZDA or MARUTI OMNI

MODEL: a. Latest model OR
b. January 2016 model onwards.

2. The Ambulance to be supplied on hire shall be provided **with Air conditioning(AC) and a separate fan.**
3. The Ambulance shall have **Goa tourist vehicle Registration with valid commercial permit** for plying on roads. The applicable mandatory requirements as per regulations as stipulated by RTO, Govt. of Goa must be complied with and revalidated before the expiry of the due date during the entire tenure of the contract period. The Ambulance shall have the valid commercial permit for plying in the states of Goa, Maharashtra and Karnataka.
4. The Ambulance shall have the **Valid Comprehensive motor insurance** during the entire tenure of the contract period.

5. **The contractor shall submit Health Permit from the Directorate of Health Services, Govt. of Goa, once the work order is issued to him but prior to the Ambulance is deployed for the work.**
6. The contractor shall have to produce copies of Certificate of Registration, Road Tax, Pollution Control Test Certificate and Motor Insurance for comprehensive insurance cover in respect of Ambulance. No other documents would be accepted as proof of ownership in respect of the ambulance.
7. Normally, the ambulance will be required for operating within the limits of State of Goa but on occasions it may be required for plying to other adjoining states like Maharashtra & Karnataka.
8. The contractor shall provide entry passes to their deployed personnel (driver) in dock area at his/her own cost.

(B) The requirements of accessories to be equipped with Ambulance.

- 1) Collapsible wheel stretcher (factory built) of minimum size 69 inchx21inch for carrying the patients directly inside / outside the ambulance with necessary arrangements in this regard.
- 2) The attendant seat shall be of box type & with folding arrangement and will provide adequate storage space beneath the seat to accommodate equipment viz. bed pan, kidney tray and long size splints needed. The size of the seat shall be of minimum 34 inchx14 inch with backrest of same size.
- 3) 12 V plug point shall be provided for operating essential machines like ECG, Suction etc.
- 4) 02 nos. tube lights of minimum 14 watts shall be provided in patient area for illumination .
- 5) Fixed lower foot step shall be provided at the rear of the Ambulance for easy entry and exit.
- 6) Partition of sheet metal aluminum with window of suitable size shall be provided between driver's cabin and patient area.
- 7) Wash Basin shall be provided with fresh water dispenser of 10 litres and shall also have the provision for collecting waste water.
- 8) Suitable bracket for keeping the Oxygen cylinder of capacity 1.5 cu. mtr. in a vertical position shall be provided on driver's side corner.
- 9) Provision for Suction apparatus to be made near attendant's seat.
- 10) A suitable bracket with multiple sliding hooks for holding saline bottles shall be provided on the roof of the ambulance. In addition self locking arrangement shall be provided in order to prevent swinging of the saline bottle while in motion.
- 11) Suitable hand rail with pipe support shall be provided at the side of seat near entrance.

- 12) Frosted glass of **minimum 50 %** shall be provided to all windows in the patient area. In addition curtains shall be also provided to all windows.
- 13) The sign '**AMBULANCE**' & '**ON MPT DUTY**' shall be painted boldly in front and either side of the ambulance.
- 14) Revolving light with Siren should be provided on top of the Ambulance.
- 15) Revolving fan of adequate size and capacity shall be provided in addition to AC option.

2.4 Other Conditions And Responsibilities Of Contractor.

- (i) The drivers of the ambulances must have all the valid documents viz. badge & driving license in their possession at all times, while driving/ plying the ambulance.
- (ii) The contractor shall not **sub-let the contract**.
- (iii) The timings shall be maintained for the ambulances as per the instructions by the user departments officials.
- (iv) Contractor shall **not** engage the drivers below **18 years** of age. And a minimum of **2 nos. drivers is expected to be deployed for 24 hrs. operation/ service for each ambulance**.
- (v) The drivers should report in white uniform with proper shave and haircut.
- (vi) The Contractor shall provide One Manager/supervisor at Mormugao Port with necessary contact details during the entire Contract period in order to contact him in case of difficulties arising in providing services and other obligations of the contract..
- (vii) The Contractor shall maintain register/records with complete details of ambulances provided, days of operations, utilization of ambulance and driver log book etc. during the Contract period as per the requirement of the User official.
- (viii) The contractor shall be responsible for up-keep and maintenance of all the ambulances, payment of toll, ferry charges or any other charges and fines. In case the ambulance breaks down, it should be the sole responsibility of the contractor to make immediate arrangement to provide alternate ambulance in time without extra cost to the Port.
- (ix) If an ambulance supplied by the contractor is not in acceptable condition and is refused by the user, no payment shall be made to the contractor for that day against that ambulance.
- (x) The contractor shall park the ambulances at his own risk and cost. MPT shall not be responsible for any loss or damage caused to the ambulances while parked at MPT's premises or anywhere else during the contract period.
- (xi) The contractor shall have to obtain port entry pass for the ambulances and drivers at their own cost for operation of the ambulances inside the port area during the contract period.

The Contractor shall ensure that no driver either under the influence of alcohol or under stress be deployed for Mormugao Port Trust's service. Mormugao Port Trust reserves the right to subject the drivers for alcohol consumption test at random by the Trust's Medical Officer.

- a. If any accident occurred, the contractor shall intimate immediately to the Officer of the concerned department, Safety Officer, CISF and Police authorities.
- b. Mormugao Port Trust will not be liable for any altercation/accident during the contract period.
- c. Contractor shall be solely responsible for any damage to the Trust property.
- d. Mormugao Port Trust being a protected Industry the person deployed by the Contractor for this service will not indulge in any illegal/Anti social/ anti-national activities.
- e. The Contractor shall ensure that all safety and security regulation of Mormugao Port Trust are adhered too.
- f. The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.
- g. In case Government imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITION AND INTERPRETATIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. "MPT" or "Port" or "Port Trust", means the "Board of Trustees of MORMUGAO PORT TRUST" or their successors and assigns, acting through its Chairman or any other officer so nominated by the Board.
- b. "Engineer" means the Chief Mechanical Engineer (CME) of the Mormugao Port Trust or the officer authorized by him to act for and on his behalf.
- c. Engineer-in-Charge: Officer appointed by Engineer to be in charge of the execution of work.
- d. "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Port and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- e. "Sub Contractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Port.
- f. "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments/clarifications thereto, Letter of Acceptance (LOA) and the Contract Agreement entered into between MPT and the Contractor.
- g. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments there to.

- h. "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- i. "Specification" means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Port.
- j. "Site" means the land and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Board for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the site.
- k. "Works" means the works to be executed in with the Contract.
- l "Approved/Approval" means the approval in writing.
- m. "Engineer-In-Charge" means any Officer authorised by Chief Mechanical Engineer for the work.
- n. "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer- In – Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-In- Charge.
- o. "Tests on completion" shall mean such tests as are prescribed by the applicable Design Standards (latest editions), codes and described in the tender document, to be made by the Contractor before the equipment/items are supplied, delivered and taken over by the Port.
- p. "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- q. "Defect Liability Period" has the meaning assigned in the clause No. 3.25 of the tender document.

- r. "Month" means calendar month.
- s. "Day" means calendar day.
- t. "Letter of Acceptance (LOA)" means the formal acceptance, made by or on behalf of the Port, of the tender including any adjustments or variation to the tender agreed between the Port and the Contractor.
- u. "Foreign currency" means the currency other than Indian Currency.
- v. "Commissioning of Equipment" has the meaning assigned in clause no.2.28.1 of the tender document.
- w. "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- x. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligation of the Contractor under the contract.

3.2 SINGULAR AND PLURAL

Words implying the singular only also include the plural and vice versa where the context required.

3.3 HEADINGS OR NOTES

The headings in these conditions of Contract and instructions to tenders shall not be taken to be part thereof, or be taken into consideration in the interpretation, or construction thereof, or of the Contract.

3.4 ENGINEER-IN-CHARGE AND HIS REPRESENTATIVE

- a. The Engineer-In-charge shall carry out such duties in issuing decisions, certificates and orders as specified in the Contract.
- b. The Engineer may from time to time, in writing delegate to his Representative any of the

powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer to the Contractor in accordance with such delegation shall bind the Contractor provided always that:

- i. Any failure of the Engineer to disapprove any Plant workmanship shall not prejudice the power of the Engineer thereafter such Plant or workmanship and to order the rectification thereof in accordance with these conditions;
- ii. If the Contractor shall be dissatisfied by reason of any decision of the Engineer he shall be entitled to refer the matter to the officer above the rank who will thereupon confirm, reverse or vary such decision, and the same shall be final and not arbitrable.
- iii. Wherever by these conditions the Engineer is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Contractor, the Engineer shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the Engineer he shall be at liberty to refer the matter to Appellate Authority with these conditions, and the same shall be final and not arbitrable.

3.5. OBLIGATIONS OF THE CONTRACTOR

- a. The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall be fully responsible to MPT for proper, efficient and effective discharge of their duties.
- b. Contractor shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 3.30 of this tender document.
- c. If the Port shall consider himself entitled to any claim under the Performance Guarantee he shall forthwith so inform the Contractor specifying the default of the

Contractor upon which he relies. If the Contractor fails to remedy such default within 30 days after the receipt of such notice the Port shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.

- d. The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract.

3.6 GENERAL OBLIGATION OF THE PORT

In execution of the Works no person other than the Contractor, sub Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his authorised representative, but the Engineer in charge, his authorised representative, other authorities and officials of MPT shall be afforded to inspect all facilities arranged by the Contractor at site.

3.7 FRAUD AND CORRUPTION

The Port as well as Bidder, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, MPT:

- a) Defines, for the purpose of this provision the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement ^{process} or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- b) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial non competitive levels and;
- c) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- d) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- e) Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

3.8 COMMENCEMENT AND COMPLETION PERIOD OF WORK

- a)The contractor shall supply the 02 Nos Ambulances as per the specification with drivers within **60 days from the 7th day** of issue of letter of acceptance failing which LD will be levied.
- b)The period of contract is **3 years** from the date of commencement of work.

3.9 RATES AND AMOUNTS INCLUDE ALL CHARGES

The rates and amounts submitted by the Bidder shall include all payments on account of taxes, levies, duties, royalties, etc., payable to the State of Goa or Government of India or any other authority or Body Corporate and all other incidental charges that the Bidder may have to bear for the execution of the Works. The Bidders shall make their own arrangements to ascertain the applicable rates in respect of Central Excise Duty from the concerned Govt. Authorities. However, Service Tax will be extra as applicable.

3.10 ADDITIONS AND ALTERNATIONS

- a. MPT may give instructions and directions as may appear (necessary and proper) for the guidance of the Contractor and good and efficient execution of the Works under this contract without altering major conditions and scope of work of the Contract.
- b. The Contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof.

3.11 EXECUTION

The Contractor shall, in consideration of payments to be made to him as herein after provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.

Bidders should obtain temporary pass from MPT Traffic Manager at Main Admin Building, third floor, Mormugao Port Trust, Headland Sada, Vasco 403 802 to gain entry into the Trust's premises if necessary.

3.12 SECURITY DEPOSIT

- (i) The contractor shall within 30 days from the date of LOA, shall furnish a DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa towards Security Deposit.
- (ii) Security deposit shall consist of two parts:
 - a) The DD equivalent to **5% of the annual contract value of the third year** rounded off to nearest 100 rupees, shall be submitted within 30 days of issue of Letter of Acceptance and renewed every year during contract period.
 - b) The balance 5% of retention money shall be recovered from each running bills during contract period and same shall be returned at the end of each year on receipt of Security Deposit.
 - c) On successful completion of the contract period the security deposit will be released.
- (iii) On receipt of initial 5% security deposit in manner aforesaid, the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of L1 of the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish Earnest Money. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.
- (iv) Forfeiture of SD: The security deposit will be forfeited, if the contractor fails to fulfill any or all the conditions of this contract, without any interference from it towards all rights of the Board to recover from the contractor any other amounts falling due to the Board

through non-observance/compliance by the contract conditions and any of the clause thereof by the contractor.

3.13 SIGNING OF AGREEMENT

- (i) The Contractor shall execute an Agreement with the Trust within 45 days from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 45 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed further to participate in the Trust's tenders.
- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document **(1 original + 4 copies)** must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be from the Local authorized vendor in Goa for the purpose of contract agreement.
- (iii) The place of stamping and signing of Agreement shall be at MPT only.
- (iv) Further, if the successful Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Contractor shall form a binding Contract between the Trust and the Contractor.

The Contract Agreement shall include amended final tender document, pre- bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

3.14 CONTRACT DOCUMENT MUTUALLY EXPLANATORY

- a. The several documents forming the Contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.

- b. In case of any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the material or proper execution of the Works or as to the measurement or quality and valuation of the Works executed under this Contract or as extra thereupon, the same shall be explained by the Engineer-in-charge or his authorised representative.
- c. The explanation of Engineer-in-charge or his authorised representative shall be final and binding upon the Contractor and the Contractor shall execute the Works according to such explanations, and without extra charge or deductions to/from the Prices specified in the bill of quantities and do all such Works and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

3.15 CONTRACTOR'S EQUIPMENT

- a. The Contractor shall be responsible for supply, use and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.
- b. MPT may, if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow MPT's directions/instructions.

3.16 LABOUR

- a. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the Installation, Testing and Commissioning of the equipment within the completion period as stipulated in the tender.
- b. In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the

Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

- c. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- d. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act ,IE Act 1956, etc.
- e. If as a result of Contractor's failure, negligence, omission, default or non- observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- f. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.
- g. The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- i. If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief labour Commissioner's interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages,

the same shall be borne by the Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.

- h. The Contractor shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Contractor to his labourers. The Contractor shall also submit periodical returns of labour employed by him and wages paid, to the Port's representatives.
- k. The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPT shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

3.17 FAIR WAGES

- a) The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons shall be as applicable.
- b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub Contractor in connection with the said work, as if the labourer had been immediately employed by him.
- c) Display of notices regarding wages etc:
The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.

d) Wages book and wage slips:

The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-

- i) Rate of daily or monthly wages,
- ii) Nature of work on which employed,
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made. Wages actually paid for each wages period.
- vi) A wage slip for each worker employed on work provided that the Port may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books.

e) Preservation of books and slips:

The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

f) Inspection of books and slips:

The Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.

g) Powers of the Engineer to make investigation/enquiries:

The Engineer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the Contractor or sub Contractor in regard to such provision. The Port shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deduction that may be permissible under any law for the time being in force.

3.18 PLANT AND EQUIPMENT

The Contractor shall at his own costs and expenses provide all labour, Plant, haulage, transportation of Plant and equipment to be used for executing the Contract, all materials, stores, etc., required for efficiently carrying out and completing the work to the satisfaction of MPT.

3.19 INCOME TAX DEDUCTION

Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Contractor.

3.20 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS

Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.

3.21 PAYMENT

The Bidder should submit the consent in a mandate form for receipt of payment through ECS and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c number, bank and branch code as appearing on MICR cheque and IFSC code no issued by bank. Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

Failure on the part of the bidder to communicate changes in bank account nos. (for reasons which may include change in the constitution of a party due to amalgamations/ mergers/ take-over) or delay in receipt of communications or non-updation of bank account nos. may result in payments being made to an unrelated account for which MPT will not be responsible.

3.22 INSURANCE

The Contractor during the contract period shall provide for insurance for their ambulances and drivers.

3.23 WORKMEN'S COMPENSATION

The Contractor shall indemnify MPT in the event of the Trustees being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

3.24 DEFAULT OF THE CONTRACTOR

As event of default, the contractor fails to execute the terms and conditions and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.

3.25 MPT's LIEN

MPT shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the MPT to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between MPT and the Contractor.

3.26 SETTLEMENT OF DISPUTES

- (i) If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the Contractor in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor shall give written notice of his decision to the contractor, if the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days

from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer.

(ii) If the contractor, after receiving notice of the decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.

(iii) The Chairman shall, within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as herein after provided. If the Chairman has given the written notice of his final decision to the contractor, and no claim to the arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Chief Mechanical Engineer by the contractor within a period of 30 days thereafter, then the decision given by the Chief mechanical Engineer shall remain final and binding upon the contractor as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given, effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.

(iv) All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Mechanical Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the

provisions of the Government of India Arbitration Act, 1940 (Act No. 10 of 1940) or any reenactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman or the purpose of obtaining his decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.

- (v) The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Chief Mechanical Engineer and the contractor provided always:- In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor. In all cases, the Arbitrator shall give a speaking/reasoned award.

3.27 EXTENSION OF TIME

- (i) The Contractor shall commence the works on site within the period indicated in the tender after the receipt of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the Contractor.
- (ii) The Contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control of the Contractor such as war, stormy weather and for other reasonable causes in the opinion of the Engineer, the Engineer may at his discretion, grant to the work extension of time as he considers reasonable for the completion of the work. In such circumstances, the Contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.

- (iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.
- (iv) No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

3.28 ARBITRATION

Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a panel of two arbitrators, of which one to be appointed by MPT and other by the Contractor. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa.

3.29 DEFAULTS & TERMINATION

(i) Defaults

Occurrence of any one or more of the following will be considered as event of default;

- (a) In case the commencement of the contractual period cannot be effected within 60 days from the 7th day of issue of LOA.
- (b) If the Contractor does not perform the Contractual obligations.

(ii) Termination

- (1) In the event occurrence of default MPT may proceed for terminating the contract by way of giving three (3) months (termination period) notice and the work order will stand cancelled. The Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the Contractor to do so, MPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from

MPT for any damage that may occur during such removal and keeping of the equipment at any location by MPT. Also in case of termination of the contract the security deposit will be forfeited.

(2) No compensation shall be paid by MPT to the Contractor in the event of termination of the contract.

(3) If after termination, any amount is due to be paid by MPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by MPT from the Contractor.

3.30 FORCE MAJEURE

If the Supply, Installation, Testing and Commissioning of equipment is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, draught, etc. such period shall be exempted from Completion period of this tender document.

3.31 LABOUR LAWS

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor during contract period.

3.32 OUTBREAK OF WAR

If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavours to complete the execution of the Works, provided always that either MPT or the Contractor shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other, and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.

3.33 DEFAULT OF MPT

Interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Port.

3.34 AMENDMENT

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representative of each party thereto.

3.35 SEVEREBLITY

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

3.36 ACCEPTANCE OF OFFER

The Contractor shall acknowledge the receipt of Order/ LETTER OF ACCEPTANCE within 7 days of mailing of the same and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused will be recovered by MPT by forfeiting the Earnest Money Deposit/Bid bond.

3.37 FAILURE OF THE CONTRACTOR

If the Contractor fails to complete the work and the order is cancelled, the amount due to the Contractor on account of work executed, if payable, shall be paid only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

3.38 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

The work during its progress (or) during the defect liability period can also be

inspected by the Chief Technical Examiner (or) his authorised representatives of the Central Vigilance Commission of MPT and any defects pointed out by him shall be attended by the Contractor.

3.39 TERMS OF PAYMENT

Monthly payment shall be released after signing the agreement, receipt of 5% security deposit in form of DD and after deducting retention money in accordance with security deposit clause as per the following terms :

After placement of order on the successful tenderer, the vehicle will be handed over to the **controlling officer of the user department**. The controlling officer will be **executing the contract, monitoring the contract, maintaining records, recommending the bills for payments, levying of penalties**, termination of contract etc. in case of non-compliance of tender condition and other day to day affairs of the contract. **The decision of the Controlling Officer (Chief Medical Officer) or his representative** shall be final and binding upon the contractor.

3.40 The Contractor shall submit bills in respect of the services rendered by him in triplicate on calendar month basis to the Controlling officer to whom the vehicle is assigned. The bills will be supported by a statement showing date-wise kms utilised. The normal terms of payment are 30 days from the day of receipt of bills completed in all respect by duly authorised representative of the Contractor.

3.41 The Bill shall carry the following details

- a) Name of Bank
- b) State and Branch
- c) Bank Account No.
- d) PAN No.
- e) Service tax Registration Number. if any,,EPF and ESI Registration Number.

3.43 Log sheets will be required to be maintained daily for the Ambulance which will be signed by MPT “using” officers and driver of the Ambulance. All the bills will be verified on the basis of details on log sheets of the Ambulance. Responsibility to get the log sheets signed from the using officer shall be that of the driver/contractor.

3.44 WITHHOLDING OF BILL:

The Controlling Officer shall have the power to withhold settlement of the bill, if the work or any part thereof is not carried out to his satisfaction.

3.45 NO INTEREST CLAIM:

No claim for interest will be entertained by the Board with respect to any monies or balances which may be in its hands owing to a dispute between itself and the Contractor or Board in making payments.

3.46 TAXATION

If required by the authorities concerned the Board shall deduct such amounts as may be directed by the said authorities towards income tax and any other taxes from the moneys due before payment. The Board shall furnish the Contractor with the necessary proof/certificate of all such deductions, if required.

The Contractor shall pay at his cost any taxes that may be imposed by the Government, Municipality etc. in connection with the contract work.

3.47 LIQUIDATED DAMAGE

In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages for delay to complete the work, a sum of 0.5% of contract price per week or part thereof subject to a maximum of 10% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.

3.48 EXTENTION OF CONTRACT:

At the expiry of the contract period, Mormugao Port Trust reserves the right to extend the contract for a further period of **12 months (1 year) or more or part thereof** at the same rates, terms and conditions.

3.49 FUEL ESCALATION APPLICABLE ONLY FOR MONTHLY BASIS :

a) The charges shall remain firm during the period of contract except for variation in fuel cost alone.

b) Rates quoted will be varied on account of variation in fuel cost (Diesel) either upward or downward as per the following formula :

Increase/decrease in the amount

Adjustable towards variation in fuel cost = $(D_n - D_o) \times K/12$

D_o - The rate of diesel per litre prevailing as on date of receipt of order as per IOC / HP / BPC outlet of Goa.

D_n - The rate of diesel per litre as per IOC / HP / BPC outlet of Goa during the month of operating the vehicle.

K - Total number of Kms run after variation in the fuel price for the month.

(c) The fuel escalation shall be computed considering the price of fuel on 10th, 20th and 30th/31st of the month in which services are provided.

3.50 PENALTY:

If there is any disruption (or) non-performance of service due to any reason or whatsoever, the following penal charges will be levied:-

a) Rs.1000/= towards penalty for each day.

b) In addition non-payment of proportionate hire charges for those days.

c) In case, if, the Tenderer's AMBULANCE does not report for duty, and an AMBULANCE **is hired in lieu thereof**, any additional charges over & above the cost worked out under clause (a) and (b) above, will be recovered from the contractor.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

- 4.1 The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
- 4.2 It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the Tenderer.
- 4.3 The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Schedule of prices attached with the Tender document. The prices quoted shall be inclusive off taxes, duties, freight, insurance, unloading etc and any correction shall be supported by the tenderer's signature there against.
- 4.4 The Tenderer shall provide any items, which have not been specifically mentioned in the specification, but which are found necessary for completion, efficient installation and operation of works shall be deemed to be included in the contract without incurring any additional expenditure to the Port.
- 4.6 It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
- 4.7 The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his

representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.

- 4.8 The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
- 4.9 The watch and ward will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
- 4.10 The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
- 4.11 The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer, the Tenderer shall contact the **Chief Mechanical Engineer, Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.** Ph. 0832-2594246 Fax. 0832-2521175. The gate entry pass shall be on chargeable basis as per Scale of rates.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - V

PRICE SCHEDULE (BILL OF QUANTITIES)

PART 'A'

Sr No	Description of Work	Unit	Qty	Unit Rate /Month (In Rs.)		Amount (Rs.)
				In Figure	In Words	
I.	Hiring of 01 no. AC Ambulance with HI-ROOF for MPT Hospital as per the technical specifications stipulated in the tender.					
	1st year.	Month	12			
	2nd year.	Month	12			
	3rd year.	Month	12			
	Total I (for three years)		
II.	Hiring of 01 no. AC Ambulance with LOW-ROOF for MPT Hospital as per the technical specifications stipulated in the tender.					
	1st year.	Month	12			
	2nd year.	Month	12			
	3rd year.	Month	12			
	Total II (for three years)			
	GRAND TOTAL					

(Grand total in words _____)

PART 'B'

Sr. No.	Description of work	Unit	Unit rate per km/in Rs.	
			In works	In figures
1.	Rate per extra km exceeding 1500 kms. per month			
a.	HI-ROOF	Km		
b.	LOW-ROOF	Km		

EXISTING RATE OF FUEL A.) Petrol Rs. _____ per Litre as on date

B.) Diesel Rs. _____ per Litre as on date

Note:

- (1) The above rate is inclusive of all taxes and duties however service tax will be paid extra as applicable.
- (2) Evaluation of Part-B shall be considered lowest offer among all the bidders

TENDERER'S SIGN WITH SEAL

TENDER FORM

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

To

**The Chief Mechanical Engineer,
Office of Chief Mechanical Engineer,
Engineering Mechanical Dept., Mormugao Port Trust,
A.O. Bldg, Headland Sada,
Mormugao, Goa – 403804**

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“TENDER FOR HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03)YEARS AT MPT”** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“TENDER FOR HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03)YEARS AT MPT”** with all equipment, spares, etc., Entire work shall be completed within 45 Days from 7th day from the date of issue of LOA.
3. We further undertake, if our tender is accepted, we will deposit within 30 days from the date of receipt of order Demand Draft from any scheduled/ Nationalized Bank in favour of Financial Advisor & Chief Accounts Officer, MPT payable at Vasco, Goa” only to the extent of 5% of the annual contract value of the third year in the manner set forth in the conditions in the ITT as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 45 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & MPT’s Letter of Acceptance(LOA) will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.

7. We agree to deposit Earnest Money as per the Port's terms and conditions.

8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 45 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the Port.

9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated theday of.....in the capacity
of.....duly authorized to sign tender for and on behalf of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)	NET WORTH (RS.)

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.

2. Bidder shall work out Net worth on following basis:

Net Worth : Reserve + Capital - Accumulated loss (Net-Worth of the Bidder should be positive for the latest financial year)

SIGNATURE OF CA :

NAME OF CA :

COMPANY SEAL :

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand at Vasco, Goa BETWEEN the Board of Trustees of the Mormugao Port Trust, Mormugao Goa, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of **“HIRING OF TWO (02) NOS AMBULANCES FOR OPERATING AT HOSPITAL ON MONTHLY BASIS FOR A PERIOD OF THREE (03)YEARS AT MPT”**

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of Rs. /- (Rupees as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Technical Specifications
 - b. Schedule of Rates/Prices
 - c. General Conditions of Contract
 - d. Special Conditions of Contract

3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS	}	
HEREUNTO AFFIXED AND THE CHIEF	}	CHIEF MECHANICAL ENGINEER
MECHANICAL ENGINEER THEREOF,	}	MORMUGAO PORT TRUST

SIGNING IN THE PRESENCE OF :

i) _____

ii) _____

SEALED AND SIGNED BY THE	}	
CONTRACTOR IN THE PRESENCE	}	CONTRACTOR
OF :-	}	

i) _____

ii) _____

FORMAT OF POWER OF ATTORNEY

Dated : _____

**POWER OF ATTORNEY
To Whomsoever It May Concern**

Mr. _____ (Name of the Person(s)), domicile at
_____ (Address), acting as
_____ (Designation and name of the firm), and whose signature is
attested below, is hereby authorized on behalf of
_____ (Name of the Tenderer) to provide
information and respond to enquiries etc. as may be required by the Port or any
governmental authority for the (project title)
_____ and is hereby
further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

DECLARATION FORM

Sr. No.	Description	Yes / No.
1.	Agreed all terms and conditions of Tender	
2.	Have you ever been Black listed by any Government / PSU	
3.	No changes have been made in the downloaded tender document	

Firm's Sign and Seal

Place:

Date:

APPENDIX – VI

ADVANCE STAMPED RECEIPT

Received from the FA & CAO, MPT, Vasco Goa a sum of **Rs. [REDACTED] -**
(Rupees [REDACTED] only) towards refund of Earnest Money Deposit vide Tender
No. [REDACTED]

Revenue Stamp

Signature with Office Seal

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch :
2. Account Number :
3. MICR Number :
4. Type of Account :
5. IFSC Number :
6. CST / VAT Number :
7. Copy of PAN Card :
8. TIN Number :
9. Service Tax Regn. No.:
10. EPF No. :
11. ESI Regn. No.

Firm's Sign and Seal

Place:

Date:

AMBULANCE DETAILS

A) Name of Tenderer :

.....

B) Vehicle quoted for : AC AMBULANCES

Sr no.	HI-ROOF AMBULANCE	LOW ROOF AMBULANCE
(i) Model no and make		
(ii) Vehicle Registration No.		
(iii) Month & Year of Manufacture		
(iv) Date & Year of Registration		
(v) Insurance Policy No.		
(vi) RTO Fitness Validity		

SIGNATURE OF TENDERER WITH SEAL