



An ISO 9001-2008 PORT
ISPS Code Compliant

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
MENEZES BRAGANZA ROAD, P.B.No.: 170, BAINA
VASCO-DA-GAMA-GOA-403802

Ph. No.: 2512721, 2594507,2594520 Fax: 0832-2514899]
WEBSITE: www.mptgoa.com

The Materials Manager, Mormugao Port Trust, Baina, Vasco-da-Gama, invites quotation in the tender form hereunder superscribed as quotation **No: MM/08/ARC3/0227** due on **15/09/2016** at 15.00 hrs for the supply of materials detailed below subject to terms and conditions therein.

1. M/s. Gem Battery Centre, Vasco
2. M/s. Powertrack Corporation, Panaji
3. M/s. Crown Electronics, Panaji
4. M/s. Hi-Tech Batteries, Mapusa
5. M/s. Amzel Automotive, Margao
6. M/s. Solar Enterprise, Margao

Note: In addition to the above tenderers, other tenderers who meet the pre-qualification criteria of the tender are eligible to quote against this tender by downloading the tender documents from our website.

Date: 22.08.2016

Materials Manager (i/c)

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

Ref. No:

Date

To,

Dear Sirs,

Last date and time of submission of tender: 15/09/2016 on or before 15.00 hrs.

Sub: Annual Contract for Supply of Battery as per Annexure-A & B

Ref: Tender No MM/08/ARC3/0227 due on 15/09/2016 at 15.00 hrs.

EMD: Rs 9,000/- (Rupees nine thousand only)

You are requested to furnish sealed tenders in the **two cover system** superscribed (1) **TECHNO COMMERCIAL (un-priced) OFFER IN COVER-I** (marked in blue ink) and the other superscribed (2) **PRICE OFFER IN COVER-II** (marked in red ink) Both covers shall be superscribed as above.

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

Cover marked - I "Techno Commercial offer" shall be opened on 15/09/2016 at 15.30 hrs. in the presence of authorised representatives of the tenderer's who choose to be present at the time of opening. The cover marked II (Price Offer) will be opened only after receipt of clarification of all Technical Specifications and Commercial deviations.

Tenders shall be accompanied by EMD of Rs.**9,000/**(Rupees nine thousand only) by Demand Draft payable to the FA & CAO, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa . The Earnest Money Deposit can also be deposited in cash at Cash Section, MPT Administrative Office, Headland Sada. Tenders should be kept valid for a minimum period of 90 days from the date of opening and shall conform to the general terms and conditions of contract attached.

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

MATERIALS MANAGER (i/c)

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
BAINA, VASCO-DA-GAMA

Tender no :MM/08/ARC 3/0227 due on 15/09/2016

TECHNICAL SPECIFICATIONS

Sr. No.	P.L. No	New Description Of the item	Annual requirement
1	M08160070	Storage Battery, Lead Acid, for Generator, sealed maintenance free, fully charged, 12Volts, 25 Plates, 180 AH capacity at 20 hrs. rate of discharge at 27 ⁰ celsius conforming to BIS:7372-1974 with amendments No.1 and 2 – 1985, with latest amendments. Make: Exide / Amaron / SMF / Prestolite / Luminous	40 nos.

Note: 1. The batteries to be supplied should conform to the above specifications and to IS standards. The brands of all the batteries to be supplied shall be as per above approved brands only. The details such as brands, specifications, confirmation to relevant standards, catalogues shall be furnished in Cover - I

2. The tenderers shall indicate the Guarantee/ Warranty period of above batteries in their offer. They shall furnish Guarantee/ Warranty certificate along with the supplies.

MATERIALS MANAGER (i/c)

We hereby agree to all the above technical specifications

Signature and Seal of Tenderer

Note: This Annexure-A should be attached to Cover-I of your offer duly signed and stamped, failing which your offer will be considered as incomplete and liable for rejection.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

Instructions to Tenderers

GENERAL

1. Only tenderers who are manufacturers/dealers of brands indicated in Annexure 'A' of the tender are eligible to apply for this tender.
2. The tender reference & due date should be superscribed on the envelope and the same should be forwarded to the Materials Manager, Mormugao Port Trust, in duplicate, so as to reach him **not later than 15.00 hrs. on due date**. Tenders received after the due date will not be considered for opening. **Tenders received before the last date and time will be opened at 15.30 hrs. on due date** in the presence of the tenderers & their authorised representatives who may choose to be present.
3. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
4. The prices should be valid for part quantities also.
5. We are not entitled for "C" or "D" forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.
6. The Excise duty quoted should be firm and not vary with changes in the turnover limits of a company. However, statutory changes in the Excise Duty made by the Government either in the Budget or otherwise can be considered only if these changes occur within the contractual delivery period. Whatever Excise duties are payable, documentary evidence should be produced along with the bill, otherwise the bill will not be settled.
7. The offer submitted should satisfy all technical specifications in the attached Annexure-A, else the offer is liable to be rejected.
8. **TENDERS SHOULD BE SEALED. IN TWO COVER SYSTEM, BOTH THE COVERS MUST BE SEALED. IN CASE THE TWO COVERS ARE INSERTED IN THE THIRD COVER, ALL THE THREE COVERS MUST BE SEALED AND SUPERSCRIBED WITH TENDER NO/DUE DATE AND INDICATING THAT IT CONTAINS COVER I & II. TENDERS RECEIVED WITHOUT BEING SO SEALED WILL BE REJECTED OUTRIGHT.**
9. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

MATERIALS MANAGER (i/c)

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

TENDER NO.MM/08/ARC 3/0227 DUE ON 15/09/2016**TERMS AND CONDITIONS**

1. Only tenderers who are manufacturers/dealers of brands indicated in Annexure 'A' of the tender are eligible to apply for this tender. Dealers are required to submit certificate of authorization from their principals. In case of manufacturers, the supplies to be effected through local dealers situated at Goa or surrounding areas so as to supply the items well in time and also to replace the rejected/ damaged items immediately if there is any rejection/ damage to the supplied items.
2. **PRICES:** Prices quoted should be on F.O.R. destination basis inclusive of transit insurance indicating clearly the quantum of taxes and other charges whatsoever applicable. The prices should be firm for a period of one year from the date of award of Annual Rate Contract. However, in case of any statutory revision in taxes, duties within the validity period of the Rate Contract/delivery period of supply order, the same will be considered provided you furnish documentary evidence such as copy of Govt. notification.
3. **Taxes:** Please note that we do not issue 'C' or 'D' forms and as such full CST/VAT is applicable.
4. **Excise Duty:** The quantum of Excise duty applicable will not be considered for evaluation of the tender, wherever the Port is eligible for CENVAT credit. The manufacturers should confirm that they will produce the Tax invoice along with the supplies and in case of dealers, they should be registered with the Excise authorities and should confirm that they will produce Tax invoice in their own name to enable Port avail CENVAT credit. In case they are unable to provide Tax invoice as above, required by the Port to avail CENVAT credit, their offer will be evaluated including the Excise Duty component. Also, tenderers who agree to furnish Tax invoice as above in their offer but fail to produce the same at the time of supply, the amount towards Excise duty component will be deducted from their bill.
5. **Quantity:** The quantities indicated are our approximate annual requirements. They may vary by + or – 10%. Orders will be released for one third the annual quantities at the time of award of Annual rate contract. Orders for balance quantities will be released from time to time based on our actual requirements and there is no contractual liability on our part to order or accept the quantities as per the Rate Contract in full.
6. **Delivery:** One third the quantity of materials are to be supplied within 6 weeks of receipt of first order after award of ARC. The materials will have to be supplied on 'Door delivery' basis to our Stores at Baina, Vasco- da- Gama, Goa duly insured at your cost. The materials are to be supplied from the latest manufactured batch. Delivery of quantities against subsequent orders will have to be made within 2 weeks of receipt of order.
7. **GUARANTEE:** Batteries shall carry a guarantee/warranty against manufacturing defects or use of faulty material/workmanship for a period of 12 months from the date of supply. Each battery should have serial number, date of manufacture and warranty card.
8. **Packing:** The materials shall be duly packed to withstand the hazards of transportation.

9. **Inspection:** The material will be inspected by our Quality Control Officer on receipt at our Stores. Any damage to the items during transportation shall be to Supplier's account. If the supplied items are rejected due to any defects/quality, the supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately.
10. **Payment:** Our payment shall be '100% payment within 30 days of receipt of material by ECS/EFT.
11. **Validity :** The Supply Contract shall be valid for a period of 1 year from the date of award of Annual Rate Contract.
12. **SECURITY DEPOSIT:** Within 14 days of acceptance of the tender, the successful tenderer will have to affect a Security deposit equal to 5% of the value of the Annual Rate Contract by Demand Draft or by Bank Guarantee from a Scheduled Bank. The Demand Draft should be drawn in favour of the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee, the same should be valid for a minimum period of 18 months from the date of award of Annual Rate Contract. Please note that we do not accept Bank Guarantee issued by ICICI Bank.
13. **LIQUIDATED DAMAGES:** Supply schedule as per order should be strictly adhered to . In the event of delay in supplies, Liquidated Damages at 1% of the total basic value of the undelivered quantity will be levied per week or part thereof of delay. The total Liquidated Damages shall however not exceed 10% of the total basic value of the order. The total value here means the total value of the order exclusive of excise duty, taxes etc. **The date of receipt of material at our Stores at Baina, Vasco will be considered as date of delivery for the purpose of Liquidated Damages.**
14. **FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD:** In case of failure to deliver the goods in time which shall have arisen due to war, insurrection, restraint imposed by the Government Act or Legislation or other Authority, accident, strike, riot, lock-out or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or might affect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.
15. **JURISDICTION :** In case of any dispute the Jurisdiction will be GOA only.

MATERIALS MANAGER (i/c)

We hereby agree to all the above terms and conditions

Signature and Seal of Tenderer

Note: This Annexure-B should be attached to Cover-I of your offer duly signed and stamped, failing which your offer will be considered as incomplete and liable for rejection.

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

CONDITIONS OF CONTRACT

1 **DEFINITIONS:-**

- a) **PURCHASER** means* **MATERIALS MANAGER*** on behalf of the Chairman of the Board of Trustees of Mormugao Port trust.
- b) * **INSPECTION OFFICER*** means the person, firm or department nominated by the purchaser to inspect stores on his behalf.
- c) ***CONTRACTOR** * means the person, firm or company whose tender is accepted.

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

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

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

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

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

5. **REMOVAL OF REJECTION:** When any stores delivered to the consignee are rejected at the consignee's depot on account of default on the part of the Contractor, they shall be removed by the Contractor within 14 days from the date of intimation of rejection to the Contractor. In case in which a contract is placed for delivery F.O.R. station of dispatch, the rejected stores may be taken back by the supplier either at the consignee depot or at the station from which they were sent. In either of these cases, the Contractor elects to take back the stores at the station of dispatch, the goods shall be booked on account and risk of the Contractor.

6. Payment: - Unless otherwise agreed between the purchaser and the contractor, the payment of materials will be made as detailed in the order.

7. The Administration reserves the right to accept plus or minus 10% of the quantities ordered.

8. The Administration reserves the right to accept/reject in part or in whole the tender without assigning any reason whatsoever.

CONTRACTORS SIGNATURE

MATERIALS MANAGER (i/c)

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



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

TENDER FORM

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

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

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

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

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

Signature of the Contractor

Name:

Address:

Witness : 1.

2.

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

PREQUALIFICATION CRITERIA

(Tender No: MM/08/ARC3/0227 due on 15.09.2016)

1. Only tenderers who are manufacturers/dealers with certificate of authorization from manufacturers of brands indicated in Annexure 'A' of the tender are eligible to quote for this tender.
2. The tenderers should furnish order copies of total value of above Rs. 70,000 pertaining to last 1 year for having supplied Batteries similar to our requirement.

Materials Manager (i/c)