



An ISO 9001-2000 PORT

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

[Phone No.: 2512721, 2513111, **2594506**, Fax: 0832-2514899]  
 WEBSITE: [www.mptgoa.com](http://www.mptgoa.com)

The Materials Manager Mormugao Port Trust, Baina, Vasco-da-gama, invites quotation in the tender form hereunder super scribed as quotation No. MM/38/274

Due on 20/10/2016 15.00 hrs for the supply of materials detailed below: subject to terms and conditions therein.

- 1) M/s KEI industries Lts, Mumbai
- 2) M/s Naganwala Impex (P) ltd , Alwar
- 3) M/s Finolex Cables Ltd, Verna
- 4) M/s Universal Cables Ltd., Bangalore
- 5) M/s Polycab wires Pvt. Ltd., Mumbai
- 6) M/s Cable corporation of India, Mumbai
- 7) M/s Sric Marketing Mumbai
- 8) M/s BMI Cables Delhi
- 9) M/s Ravin cables Ltd Mumbai
- 10) M/s Bhawarlal & Co. Ponda
- 11) M/s Rao Engineering Panjim
- 12) M/s Prabhu Electrical Panjim
- 13) M/s A-1 Electricals, Panaji
- 14) M/s Jay laxmi, Mapusa
- 15) M/s Vijay Industrial Electrical, Mumbai
- 16) M/s Darshana Enterprises, Baina.

1. In addition to the above tenderers, other tenderers registered with Materials Management Department , Mormugao Port Trust, for the tendered item/items are eligible to quote against this tender. The offers from non-registered tenderers will not be considered.

2 The registration form is available on our official website [www.mptgoa.com](http://www.mptgoa.com). Those tenderers who wish to register can down load the vender register questionnaire form and complete the formalities before quoting.

Date: 4/10/2016

Materials Manager (i/c)



**MORMUGAO PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ENGINEERING (MECHANICAL) DEPARTMENT**

Ref No: MM/38/

Date: /10/2016

To,

- 1) M/s KEI industries Lts, Mumbai
- 2) M/s Naganwala Impex (P) Ltd, Alwar
- 3) M/s Finolex Cables Ltd, Verna
- 4) M/s Universal Cables Ltd., Bangalore
- 5) M/s Polycab wires Pvt. Ltd., Mumbai
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- 13) A-1 Electricals, Panaji
- 14) Jay laxmi, Mapusa
- 15) Vijay Industrial Electrical, Mumbai
- 16) Darshana Enterprises, Baina.

**TENDER SET**

**Sub: Procurement of Optical fibre cable, 12 core, 9/125 size  
armoured single mode, outdoor use-2000 mtrs.**

**Tender No: MM/38/274      Due Date: 20-10-2016 at 15.00 hrs.**

**EMD:Rs. 4000/-(Rupees four thousand only)**

Dear Sir,

You are requested to furnish sealed tenders in the **two cover system** superscribed (1) **TECHNO COMMERCIAL (unpriced) OFFER IN COVER-I** (marked in blue ink) and the other superscribed (2) **PRICE OFFER IN COVER-II** (marked in red ink) Both covers shall be superscribed as **TENDER No. MM/38/274** due on **20-10-2016** at **15.00 hrs.**

Cover marked Techno Commercial Offer Cover –I shall contain complete & detailed technical specifications and commercial terms and conditions such as taxes, duties, freight, insurance, discount, price variation clause and any other conditions. 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 and should be submitted separately.

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 Techno Commercial offer shall be opened on **20-10-2016 at 15.30 hrs.** in the presence of authorised representatives of the tenderer's who choose to be present at the time of opening. Their cover marked II (Price Offer) will be opened only after receipt of clarifications of all technical commercial deviations.

The tenders shall be accompanied by Earnest Money Deposit amount of Rs 4000/- (**four thousand only**) by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa. The Earnest Money Deposit i.e DD in original shall be sent duly enclosed in the Cover marked "Techno Commercial Offer" Cover I. Incomplete tenders or tenders without EMD in cover marked "Techno Commercial Offer" - Cover-I will not be accepted. The tenders should be kept valid for a minimum period of 180 days from the date of opening and shall conform to the general terms & 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)**

## Instructions to Tenderers

### GENERAL

1. Tenderers with experience **are eligible to apply for this tender.**
2. The tender reference & due date should be superscribed on the envelope and the same should be forwarded to the Materials Manager, Mormugao Port Trust, in duplicate, so as to reach him **not later than 15.00 hrs. on due date.** Tenders received after the due date and time will not be considered for opening. **Tenders received before the last date and in 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. The tenderers shall deposit the Earnest Money Deposit amount of Rs.4000/- by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa. The Earnest Money Deposit i.e DD in original shall be sent duly enclosed in the Cover marked "Techno Commercial Offer" Cover I. **Offers without the Earnest Money Deposit in cover - I will not be considered.**
4. The tender Earnest Money deposits of unsuccessful tenderers will be refunded by crossed cheques on the State Bank of India, Mormugao Harbour Branch, Goa, after a decision has been reached as regards to the acceptance of the tender.
5. The prices should be quoted item wise separately. Prices quoted on lumpsum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
6. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
7. The prices should be valid for part quantities also.
8. We are not entitled for "C" or "D" forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.'
9. The excise duty quoted should be firm and not vary with changes in the turnover limits of a company. However, statutory changes in the Excise Duty made by the Government either in the Budget or otherwise can be considered only if these changes occur within the contractual delivery period. Whatever excise duties are payable , documentary evidence should be produced along with the bill, otherwise the bill will not be settled.

10. The Tender Conditions, Conditions of Contract and the Tender Form attached should be signed and submitted alongwith your offer in acceptance of all the terms and conditions mentioned therein. In case this is not done the tender is liable to be rejected.
11. The offer submitted should satisfy all technical specifications in the attached Annexures, else the offer is liable to be rejected.
12. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
13. All documentary evidence and information requested should be furnished alongwith your offer without fail.
14. Please note that the Port does not extend any concession such as exemption in payment of EMD, security deposit, price preference etc to small scale industries registered with NSIC.
- 15. TENDERS SHOULD BE SEALED. IN CASE OF TWO COVER SYSTEM BOTH THE COVERS MUST BE SEALED. IN CASE THE TWO COVERS ARE INSERTED IN THE THIRD COVER, ALL THE THREE COVERS MUST BE SEALED. TENDERS RECEIVED WITHOUT BEING SO SEALED WILL BE REJECTED OUTRIGHT.**
16. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

**Materials Manager (i/c)**

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### Tender Conditions

1. **PRICES:** The prices should be quoted on **F.O.R. destination basis** inclusive of taxes, duties, packing/ forwarding, freight, insurance and other incidentals and should remain firm till completion of supply.
2. **DELIVERY** :- The material should be despatched positively within 06 **weeks** from the date of receipt of our order.
3. **EXCISE DUTY /CENVAT CREDIT:** 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/dealers will have to produce the Tax invoice and all other documentary evidence required for availing the CENVAT credit. The manufacturers / dealers should confirm that they can produce all the documentary evidence required by the Excise authorities to enable Port avail CENVAT Credit. In case they are unable to provide the documentary evidence required to avail the CENVAT Credit, their offer will be evaluated including the Excise Duty component.
4. **TRANSPORTATION** :- The materials should be despatched by Road Transport, duly packed and insured ,through any reliable Transport Co. as will be indicated by us. The material should be despatched and consigned to the Materials Manager, Mormugao Port Trust, Baina, Vasco-da –Gama, Goa on "freight Paid/door delivery " basis.
5. **PAYMENT TERMS**::The payment terms will be 100% within 30 days of receipt of materials along with the Inspection Certificate or bills whichever is later. The payment will be made by EFT.
6. **INSPECTION:** The materials will be inspected before delivery. You are required to give atleast 10 days advance notice of inspection. For any delays in conducting inspection beyond 10 days, suitable extension in delivery will be granted. However, the materials should not be despatched unless it is inspected or inspection is waived off by us in writing. We may also inspect the material at different stages to ensure quality control.
7. **PACKING:** The material should be suitably packed to withstand the hazards of transportation.
8. **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 there of delay. The total Liquidated Damages shall however not exceed 10% of the total basic value of the order. The total value here means the total value of the order exclusive of excise duty, taxes etc. **The date of despatch of material from your works will be considered as date of delivery for the purpose of Liquidated Damages.** For any delay beyond 10 days for deputing our Inspector from the date of intimation, an equivalent extension in delivery will be granted.

9. **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.
10. **SECURITY DEPOSIT**: Within 14 days of acceptance of the tender, the successful tenderer will have to effect a Security deposit equal to 5% of the value of the order by Demand Draft or by Bank Guarantee from a Scheduled Bank. The Demand Draft should be drawn in favour of the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/ Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee the same should be valid for a minimum period of 12 months from the date of receipt of order. **In case the supplies are delayed the Bank Guarantee should be extended for a further period as required.**
11. **PERFORMANCE GUARANTEE** : In addition to the deposits specified in clause 10 above, the successful tenderers will be required to effect a further deposit of an amount equal to 10% of the value of the accepted tender as Performance Guarantee for 12 months from the date of supply. The same may be furnished by Demand Draft or Bank Guarantee. In case the Performance Guarantee is furnished by way of Bank Guarantee the same should be valid for a minimum period of 15 months from the date of supply including the grace period of 3 months.
12. **VALIDITY**: The price offer should be valid for a minimum period of 180 days from the date of opening of the tender

Materials Manager (i/c)

**SIGNATURE & SEAL OF THE TENDERER**

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

## CONDITIONS OF CONTRACT

### 1 DEFINITIONS:-

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTORS SIGNATURE

**Materials Manager (i/c)**

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



**TENDER FORM**

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

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

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

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

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

**Signature of the Contractor**

Name:  
Address:

**Witness** : 1.

2.

**REMARKS** : Kindly submit this form duly signed and stamped in Cover – I else your offer is liable to be rejected.

## **PREQUALIFICATION CRITERIA**

(Tender No: MM/38/274 due on 20.10.2016)

The tenderers should furnish at least one order copy of value above Rs 1,60,000/- pertaining to last 7 years for having supplied cables similar to our requirement.

OR

Two Order copies of value of Rs. 1 lakh

OR

Three Order copies of value of Rs. 80,000/- each in order to qualify for this tender.

**Materials Manager (i/c)**

**ANNEXURE-C**

<b>Sr. No.</b>	<b>CODE</b>	<b>DESCRIPTION</b>	<b>Total quantity required</b>
<b>1</b>	<b>N.S.</b>	<b>Optical fibre cable, 12 core, 9/125 size armoured, single mode, outdoor use Brand: "D" link or equivalent</b>	<b>2000 Mtrs.</b>

**Materials Manager (i/c)**

**ANNEXURE-I****TECHNO COMMERCIAL SCHEDULE****COVER I**

OFFER NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

TENDER NO. **MM/38/274**DUE ON: **20-10-2016**

Sr. No.	Code No.	Description	Qty.	P/F in %	E.D in %	VAT in %	CST in %	Freight in %	Insurance %	Others %	Brand Model
1	<b>N.S.</b>	Optical fibre cable, 12 core, 9/125 size armoured, single mode, outdoor use Make:D-link or equivalent	2000 mtrs.								

**1.The tenderers are requested to fill up the above details and submit the same in cover - I**

**2 .Offers not given in above format are liable to be rejected.**

**3 Excise Duty                      CST- Central Sales Tax, P/F- Packing & Forwarding    T – Value Added Tax**

**4. Mention 'NA' if taxes/duties etc are not applicable.**

Date:

\_\_\_\_\_  
**Name, Signature & Seal of the Tenderer**

**NOTE:** Kindly fill this Techno Commercial Schedule (Annexure-I) and submit duly signed and stamped in Cover-I else your offer is liable to be rejected.

