



FR-MM (PR) -24

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

Ref. No. .MM/NS/DC/0451/

Date: 06/03/2017

To,

- 1) Goa Containers and Allied Services, Vasco
- 2) L & L Empress Emma, Margao

gcas2000@gmail.com

baylon21@gmail.com

& also on MPT website.

Dear Sir,

**Last date and time of submission of tender : 08-03-2017 on or before 11.00 hrs.**

**Sub: Supply of Shipping Containers.**

**Ref: Tender No. MM/NS/DC/0451 due on 08-03-2017 at 11.30 hrs.**

**EMD: Rs.8,800/- (Rupees Eight Thousand Eight Hundred only)**

You are requested to furnish sealed tenders in the single cover **system** superscribed as **TENDER No.MM/NS/DC/0451 due on 08.03.2017 at 11.30 hrs.**

The sealed cover superscribed as **TENDER No.MM/NS/DC/0451 due on 08.03.2017** shall be opened on due date at 11.30 hrs. in the presence of authorised representatives of the tenderer's who may choose to be present at the time of opening. Tenders sent by email or by FAX will not be accepted.

Incomplete tenders will not be accepted. 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.

Tenders shall be accompanied by EMD of Rs.8,800/- (Rupees eight thousand eight hundred only) by Demand Draft payable to the FA & CAO, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa.

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

Thanking you.

Yours faithfully,

**MATERIALS MANAGER**

2<sup>nd</sup> Floor, Administrative Office Building, Headland, Sada, GOA – 403 804  
[Phone No.: 0832-2594501, 2520222, 2520220, Fax: 0832-2520227]  
Website: [www.mptgoa.com](http://www.mptgoa.com), E-Mail [mm@mptgoa.com](mailto:mm@mptgoa.com)



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**Instructions to Tenderers**

**GENERAL**

1. Suppliers 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 11.00 hrs. on 08-03-2017.** Tenders received after the due date will not be considered for opening. **Tenders received before the last date and time will be opened on 08-03-2017 at 11.30 hrs.** in the presence of the tenderers or their authorised representatives who may choose to be present.
3. The tenderers shall deposit the **Earnest Money Deposit** amount of **Rs. 8,800/-** by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa. The Earnest Money Deposit i.e. DD in original shall be sent duly enclosed in the Cover marked "Techno Commercial Offer" Cover I. **Offers without the Earnest Money Deposit in cover - I will not be considered.**
4. The tender Earnest Money deposits of unsuccessful tenderers will be refunded by EFT, after a decision has been reached as regards to the acceptance of the tender. Kindly furnish your full bank details alongwith your offer.
5. The prices should be quoted item wise separately. Prices quoted on lumpsum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
6. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
7. The prices should be valid for part quantities also.
8. We are not entitled for "C" or "D" forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.
9. The Excise duty quoted should be firm and not vary with changes in the **turnover limits** of a company. However, statutory changes in the Excise Duty made by the Government either in the Budget or otherwise can be considered only if these changes occur within the contractual delivery period. Whatever Excise duties are

payable , documentary evidence should be produced along with the bill, otherwise the bill will not be settled.

10. The Tender Conditions , Conditions of Contract and the Tender Form attached should be signed and submitted alongwith "Techno Commercial Offer" - Cover I in acceptance of all the terms and conditions mentioned therein. In case this is not done the tender is liable to be rejected.
11. The offer submitted should satisfy all technical specifications in the attached Annexures, else the offer is liable to be rejected..
12. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
13. All documentary evidence and information requested should be furnished alongwith your offer without fail.
14. Please note that the Port extendsconcession such as exemption in payment of EMD to small scale industries registered with the NSIC.
15. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

#### **MATERIALS MANAGER**

**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.**



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

**Tender Conditions**

**I. DOCUMENTARY EVIDENCE & INFORMATION TO BE SUBMITTED**

**ALONG WITH YOUR OFFER.**

**MAJOR CONDITIONS:**

1. **EARNEST MONEY DEPOSIT:**- Tenderers should furnish Earnest Money Deposit as per Para 3 of Instructions to tenderers. Offers without Earnest Money Deposit will not be considered.
2. **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.**
3. **PRICES:**  
(a) The prices should be quoted **on F.O.R. destination basis** inclusive of taxes, duties, packing/ forwarding, freight, insurance and other incidentals and should remain firm till completion of supply. The tenderers shall fill in the **PRICE SCHEDULE** attached as per Annexure II.
4. **DELIVERY :-** Supply should be made **within 07 working days** of receipt of order .
5. **TRANSPORTATION :-** The materials should be despatched by road transport, duly packed and insured, through **DOT / TCI / ETO** or any reliable Transport Co.. The material will be unloaded by us at our Berth.
6. **PAYMENT TERMS::**  
The payment terms will be 100% within 30 days of supply, of the materials or bills whichever is later. The payment will be made by EFT. Confirm acceptance.
7. **INSPECTION:** The materials will be inspected by our engineers at our site.
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 thereof of delay. The total Liquidated Damages shall however not exceed 10% of the total basic value of the order. The total value here means the total value of the order exclusive of excise duty , taxes etc. **The date of despatch of material from your works will be considered as date of delivery for the purpose of Liquidated Damages.** Confirm acceptance.
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. The vendor and bank details should be furnished alongwith the tender as per the format attached.
11. **VALIDITY:** The price offers should be valid for a minimum period of 60 days from the date of opening of the tender. In the event of the tenderer withdrawing the tender before the expiry of the validity of the offer, the tender Earnest Money Deposit shall be forfeited to the MormugaoPort Trust..
12. **JURISDICTION:** In case of any dispute, the jurisdiction will be GOA only.
13. If any deviations are observed in the above specified conditions, the tender is liable to be rejected.

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

Name :

M/s.

**SIGNATURE & SEAL OF THE TENDERER**

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



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

**CONDITIONS OF CONTRACT**

**1 DEFINITIONS:-**

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

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

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

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

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

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

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

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

**6. REMOVAL OF REJECTION**: When any stores delivered to the consignee are rejected at the consignees depot on account of default on the part of the Contractor, they shall be removed

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

7. PAYMENT:- Unless otherwise agreed between the purchaser and the contractor, the payment of materials will be made as detailed in the order.
8. The Administration reserves the right to accept plus or minus 10% of the quantities ordered.
9. The Administration reserves the right to accept/reject in part or in whole the tender without assigning any reason whatsoever.

CONTRACTORS SIGNATURE

**MATERIALS MANAGER**

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



**Format No. FR-MM (PR) – 10**

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

**TENDER FORM**

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

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

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

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

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

**Signature of the Contractor**

Name:

Address:

**Witness** : 1.

2.

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





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Comment [EF1]:-

**Annexure - A**

Item No.	Description	Unit	Qty.
1.	Shipping Containers of size L – 20 ft., W – 8 ft. and H – 8 ft.	Nos.	03

**MATERIALS MANAGER**

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



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**MATERIALS MANAGEMENT DIVISION**

**ANNEXURE-I**

**PRICE SCHEDULE**

**COVER I**

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

**TENDER NO. MM/NS/DC/0451 DUE ON: 08-03-2017**

Sr. No	Code No.	Description	Qty.	U/ Rate (Basic)+ Rs (a)	PF Rs (b)	CST Rs. (c)	VAT Rs (d)	E.D Rs. (e)	Fre- ight Rs. (f)	Insu- rance Rs. (g)	Ot- hers Rs. (h)	TOTAL FOR DESTI- NATION PRICE Rs (a+b+c+ d+e+f+g +h) or on FOB/ FCA	Brand/ Model
1.	NS.1	Shipping Containers of size L – 20 ft., W – 8 ft. and H – 8 ft.	03 Nos.										

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

Date:

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

**DETAILS FOR SUBMISSION BY VENDORS ALONG WITH TENDER.**

**A. VENDOR DETAILS OF VENDOR**

1.	Name of the Organisation	
2.	Address (in detail)	
3.	Telephone no.	
4.	E-mail ID	
5.	PAN No.	
6.	Tax Identification No. (TIN)	
7.	Service Tax Registration No.	
8.	Service Tax Registration Code	
9.	CST Registration No.	
10.	Employee Provident Fund (PPF)	
11.	Employee State Insurance Scheme (ESIC) Registration No.	

**B. BANK DETAILS OF VENDORS.**

1.	Bank Name	
2.	Bank Branch Address (in detail)	
3.	Bank Branch Code	
4.	Bank Account No.	
5.	Bank Account Type	
6.	Magnetic Ink Character Recognizer (MICR)	
7.	IFSC Code.	