



MORMUGAO PORT AUTHORITY
INFORMATION TECHNOLOGY CELL
FINANCE DEPARTMENT

FA/IT(7-DATACENTRE)/2023/00152

29.11.2023

To,

1. M/s Mahalaxmi Cooling Systems
2. M/s Prabha Electricals
3. M/s B K Electricals
4. M/s Aprant Motors Pvt. Ltd

Dear Sir/Madam,

Last Date and Time for Submission of Tender: 11.12.2023 on or before 11.30 hrs.

Sub: AMC of 2 nos. Precision ACs installed at Port's Data Center for period of three years

Ref : Tender No. FA/IT(7-DATACENTRE)/2023/00152 due on 11.12.2023 at 11.30 hrs.

Mormugao Port Authority (MPA) is inviting bids for AMC of 2 nos. Precision ACs installed at Port's Data Center for period of three years in sealed double cover system at the following address:

Asst. Director (EDP),
IT Cell, Finance Department,
1st Floor, Administrative Building,
Headland Sada, Goa 403 804.
Phone No. 0832-2594419, 2594416
Mobile No. 9423059724, 9921903388

The sealed tender (double cover system comprising of Technical Bid Cover and Price Bid Cover) should reach the Assistant Director (EDP) up to 11:00 hours on 11.12.2023. The Technical Bid will be opened on the same day at 11:30 hours in the Conference Room located on the first floor of the Finance Department at Administrative Building, Headland Sada, Goa in the presence of representatives of tenderers who wish to be present. Bids received after due date and time are liable to be rejected. The sealed envelope should be superscribed as "AMC of 2 nos. Precision ACs installed at Port's Data Center for period of three years" containing therein sealed Technical Bid cover and sealed Price Bid Cover. Those Bids which meet Minimum Eligibility Criteria and fulfilling other Technical Specifications/Requirements will be considered for further evaluation. The Price Bid should include only price. Both the covers to be sealed and to be enclosed in another sealed envelope.

Tenders should be kept valid for a minimum period of 90 days from the date of opening and shall conform to the Terms and Conditions of the Tender.

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

Yours faithfully,

Financial Adviser & Chief Accounts Officer

MORMUGAO PORT AUTHORITY
INFORMATION TECHNOLOGY CELL
FINANCE DEPARTMENT

Instructions to Tenderers

1. **Tenders received before the last date and time will be opened on due date at 11.30 hrs.**
2. GST will be paid extra as applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual service delivery period.
3. The Tender Documents should be signed and submitted in acceptance of all the Terms and Conditions mentioned therein. In case this is not done the tender is liable to be rejected.
4. If the offers are found to deviate from our Commercial Terms & Conditions and Technical Specifications, they are liable to be rejected.
5. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

Sd/

FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER

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 AUTHORITY
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FINANCE DEPARTMENT

MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK

1.0 FINANCIAL ELIGIBILITY:

1.1 Bidder's experience of having successfully completed the work of Annual Maintenance Contract comprising of Precision ACs/Comfort ACs. during the last three years from the due date of submission of bid. The Work Order as well as completion date should be within last 3 years from the due date of submission of bid. Copy of the Purchase/Work Order along with corresponding completion certificate from the client should be furnished. The completed works should be either of the following: -

1.1.1 Three similar completed works of not less than Rs.86,000/- OR

1.1.2 Two similar completed works of not less than Rs.1,29,000/- each OR

1.1.3 One similar completed works of not less than Rs.1,72,000/- each

1.2 Similar Works means "Annual Maintenance contract of Precision ACs/Comfort ACs".

1.3 Bidder shall enclose the copies of work orders for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done etc.

1.4 The Bidder should be "a local supplier" as defined in the Notification dated 06.12.2019 (Preference to Make in India) issued by Ministry of Electronics and Information Technology.

1.5 As per Annex III of Public Procurement Order 1 dated 23.07.2021, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

1.6 "Bidder" (including the term 'tenderer', 'consultant' or service provider in certain context) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the description of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

1.7 "Bidder from a country which shares a land border with India" for the purpose of this order means: -

a. An subsidiary incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

1.8 The *beneficial owner* for the purpose of para 1.8 above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. of the shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directions or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of partnership firm, the beneficial owner is natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profit of the partnership;
 3. In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the

trust through a chain of control or ownership.

1.9 An agent is a person employed to do any act for another, or to represent another in dealings with third person. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

1.10 In case the bidder is falling within the purview of above para nos. 1.6,1.7,1.8 & 1.9, then it is mandatory to submit a certificate as per proforma provided at Annexure F

2.0 SCOPE OF WORK

1. All the breakdown calls have to be attended within 24 hrs. Failure to repair the unit beyond 24hrs from the time the breakdown has occurred will attract penalty as per Clause 4.7 of terms & conditions
2. Preventive maintenance has to be carried out once in 3 months.
3. The Party shall carry out cleaning of unit, Air filter, cooling coil & Condenser coil (if required with water), clean Humidifier bottle, electrodes, water supply strainer and drain inside the machine.
4. The Party shall carry out combing of fins of Condenser & Evaporator coil if necessary.
5. The Party shall check operation of unit, controller and condenser.
6. The Party shall check overload relay settings and measure current of various components, also check electrical components for loose connection and tightening if necessary.
7. The Party shall check refrigeration piping for any gas leakages and arrest leakages if any. Check refrigeration system pressure readings, motor mounts, condenser, fan mounts etc.
8. The Party shall check panel insulation, temperature readings, and Microprocessor controllers for operation.
9. Although the maintenance contract is not comprehensive, it will be the responsibility of the Party to source any spare parts/ equipment, gas/refrigerants required for the smooth functioning of the ACs from the OEM within minimum required time. The Party shall seek approval from the Port officials before procuring any spare parts and the cost of the spares will be paid at actuals

3.0 TECHNICAL SPECIFICATIONS

<u>Make & Model of Precision AC's</u>	<u>Quantity</u>
Make: Schneider, Model name: Leonardo, Model No.: TDAV1422AN001, Tonage: 14TR,	2 nos.

4.0 TERMS & CONDITIONS

1. **AMC PERIOD:** AMC Period for 2 nos. Precision ACs installed at Port's Data Center will be for period of three years. However, if the Precision ACs are non-operational during the AMC period, the contractor will be penalized as per the penalty clause no 4.7 of terms & conditions.
2. **SCOPE OF WORK:** Work has to be carried out as detailed above at clause 2.0
3. The equipment may be inspected during Port working hours at least one day prior to opening date to understand the scope of work.
4. **PAYMENT:** The service charges will be paid on quarterly Pro-rata basis after satisfactory completion of each quarter (3months) and submission of invoice (in Duplicate) and service report for the billed quarter. The contractor shall furnish their bank account number PAN card, MICR number Name of the Branch along with Bill for arranging payment made through E.C.S.
5. **GATE PASS:** Necessary Harbour Entry Permits shall be obtained by the Contractor at their own cost with the approval of Port Officials.
6. **SECURITY DEPOSIT:** Within 14 days of acceptance of the tender, the successful tenderer will have to affect a Security Deposit equal to 10% of the total value of the 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 Authority, 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 36 months from the date of commencement of the contract with a claim period of further 2 months.
7. **PENALTY CLAUSE:** If the contractor fails to attend, repair/make functional any non operational unit beyond 24 hrs from the time the breakdown has occurred will attract penalty of Rs 800/- per day per AC unit until the same is repaired and the penalty amount will be deducted from the running bills.

8. **TERMINATION OF WORK ORDER/CONTRACT:** In the event of failure on the part of the Bidder to commence the services within 15 days from the date of award of Work Order or if the services provided are found to be unsatisfactory , MPT reserves the right to cancel the Work Order at any time and terminate the Contract leading to forfeiture of Security Deposit and Retention Money
9. **COMPENSATION FOR DELAY IN EXECUTION OF CONTRACT:** If the Bidder fails to commence the work in all respects within the specified time frame or within the extended time that may be allowed by the Port, the Bidder shall pay to the Port a sum equivalent to 0.5% per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract as liquidated and ascertained damages and not by way of penalty which may also be deducted from any moneys due to the Bidder. The payment of such damages does not relieve the Bidder of his obligations to complete the work or from any other obligations or liabilities under the contract.
10. **ADDITIONAL DETAILS:** The full details as regards Permanent Account Number (PAN) (Income Tax) Bank A/C No. and type of A/C, Name, Address, MICR Code and IFSC Code of Bank, GST etc. should be furnished as per the formats specified in attached Annexures.
11. **JURISDICTION:** In case of any dispute the jurisdiction will be GOA only.
12. The Port Authority will not be responsible for any loss or damage of the men/materials/tools/plants engaged by the firm during the work at site or transportation. The Contractor shall take utmost care during the execution of the work, if any damage to Port property, the cost of the damage shall be deducted from the Contractor's bill as the case may be or recovered from the Contractor by the Board as deemed fit.
13. The Contractor shall take utmost care during the execution of the work, if any damage to Port property, the cost of the damage shall be deducted from the Contractor's bill as the case may be or recovered from the Contractor by the Board as deemed fit.
14. Under any circumstances, if the work is abandoned by the contractor for whatever reasons, the same shall be executed for successful commissioning through an external agency to be engaged by the Port at the risk and cost of the contractor. The expenditure incurred by the Port in this regards shall be recovered from the monies due to the contractor / security deposit or as deemed fit by Mormugao Port Authority.

We hereby agree to all the above terms and conditions.

Signature and Seal of Tenderer

NOTE: This above format should be included in Technical Bid Cover of your offer duly signed and stamped, failing which your offer will be considered as incomplete and liable for rejection.

MORMUGAO PORT AUTHORITY
INFORMATION TECHNOLOGY CELL
FINANCE DEPARTMENT

TENDER FORM

To
FA & CAO
Mormugao Port Authority,
1st Floor, A.O. Bldg.,
Headland, Sada, Mormugao,
Goa - 403 804.

I/we _____ do hereby tender to **AMC of 2 nos. Precision ACs installed at Port's Data Center for period of three years** at the prices quoted by us and as per Technical Specifications and other Terms and Conditions of the Tender.

I/We further agree to effect a deposit with the Financial Advisor and Chief Account Officer, Mormugao Port Authority, Headland Sada, Mormugao, Goa within 14 days of such acceptance of my/our tender (in cash, by Demand Draft or in the form of Bank Guarantee from any scheduled Bank) equal to 10% of the amount for which the tender has been accepted towards Security Deposit.

Signature of the Contractor

Name: _____

Address: _____

Witness: 1. _____

2. _____

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

PRICE SCHEDULE COVER

Tender No. FA/IT(7-DATACENTRE)/2023/00152

You are requested to kindly furnish your quotation for the following work in the following format: -

Sr. No	Description	Qty.	Total Amount exclusive of GST (Rs.)	Applicable GST %
1	AMC for 2 nos. Precision ACs of Data Center, as per the scope of work & Technical Specifications	First Year		
		Second Year		
		Third Year		
TOTAL AMOUNT for period of three years (excl. of GST)				

(In Words-
Rupees _____

_____ only)

1. The tenderers are requested to fill up the above details in the Price Schedule and enclose in the cover.
2. Offers not given in above format are liable to be rejected.

Date:

Signature:

Place:

Name:

Address:

Office Seal of firm

ANNEXURE A**MORMUGAO PORT AUTHORITY**
ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through RTGS as below: -

Name of the Beneficiary	MORMUGAO PORT AUTHORITY
Address of Beneficiary with PIN Code	Administrative Office Building, Headland Sada, GOA - 403804
PAN Number	AAALMO293P
Name & Mobile Number of responsible person	TULSIDAS PALYEKAR / tulsidas.palyekar@mptgoa.gov.in
Name of the Bank and Branch	STATE BANK OF INDIA, Harbour Branch
Bank Telephone No.	0832-2594421
Address of the Bank	STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803
MICR Code of the Bank	403002024
IFSC Code No.	SBIN0002164
Type of Account and Branch Code	Current Account / Branch Code:- 002164
Account number of the Bank	10438017048
Beneficiary E-mail ID	cash@mptgoa.gov.in

MORMUGAO PORT AUTHORITY**GST PARTICULARS TO BE FURNISHED BY BIDDER IF APPLICABLE**

Sr No	Particular	Mormugao Port Authority	Data Required
1	Customer Name as per GST Registration Certificate	Mormugao Port Authority	
2	Full Postal Address	Administrative Building, Headland Sada.	
3	City	Goa	
4	Pin code	403 804	
5	PAN	AAALM0293P	
6	Type of Person	Local Authority	Company/Firm/Individual/Trust/LLP/AOP
7	Resident/Non Resident as per Income Tax Act	Resident	
8	ARN No.	AA30617001663N	
9	GST No.	30AAALM0293P1ZY	
10	PPOB (Principal Place of Business) or APOB (Additional Place of Business)	PPOB	
11	Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)	NA (Registered Under GST)	
12	Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)	Service Provider	
13	Whether Falling under SEZ unit or Developer? (Yes or No)	No.	
14	Whether B2B or B2c (B= Business & C= Customer)	B2B	
15	Whether Opted for Composition Lavy Scheme? (Yes or No)	No.	
16	Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)	No.	

17	Whether falling under Non Resident taxable person as per section 2(77) of CGST Act, 2017 ? (Yes or No)	No.	
18	Central Excise Registration No.	--	
19	Service Tax Registration No.	AAALM0293PST0 01	
20	VAT - TIN	30181201096	
21	CST - TIN	V/CST/1683	
22	IEC	1706000073	

I, Mr./Mrs. _____ (Proprietor/Partner/Director) of M/s _____ do certify that the information given above is complete and correct.

Place:

Signature

Date:

(Name: _____)

MORMUGAO PORT AUTHORITY
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.	GST Registration No.	
8.	Employee Provident Fund (PPF)	
9.	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.	

ANNEXURE D

FORM OF AGREEMENT

(To be executed on stamp paper/s of Rs.1000)

MEMORANDAM OF AGREEMENT made this day of two thousand at Vasco, Goa BETWEEN the Board of Members of the Mormugao Port Authority, Mormugao Goa, a body corporate under Major Port Authority Act of 2021 (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 **"AMC of 2 nos. Precision ACs installed at Port's Data Center for period of three years"**

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. Work Order
 - d. Acceptance of Work Order by Contractor
 - e. Security Deposit
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.

FOR AND ON BEHALF OF
MORMUGAO PORT AUTHORITY

FOR AND ON BEHALF OF

Authorised signatory

Authorised Signatory

Name:

Name:

Title:

Title:

In the presence of :

In the presence of :

ANNEXURE E

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(Bank guarantee bond to be issued by nationalized banks only/-)

In consideration of the Board of Members, of the Mormugao Port Authority (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Board.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.

4. We _____(indicate the name of the Bank) further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Officer-In-Charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this Guarantee.

5. We _____(indicate the name of the bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).

7. We _____(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

8. The Board is authorized to enforce claim against guarantee at the local branch of the Bank in Goa, in case such eventuality of encashment arises.

9. This Guarantee shall be valid up to _____ unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____

Authorized Signatory for the Bank

(Indicate the Name of the Bank)

ANNEXURE F

CERTIFICATE FOR TENDERERS / BIDDERS SHARING LAND BORDER

I, the undersigned, _____ [Name of the Authorised Signatory] have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

For and on behalf of _____

(Name of the Firm/Entity)

Authorized signatory (To be duly authorized by the Board of Directors)

Name: _____

Designation: _____

Contact No: _____

Date: _____

ANNEXURE G**CHECKLIST FOR FURNISHING SCANNED DOCUMENTS**

Sr. No.	Description	Indicate Whether Supports YES/NO
1.	Work Order copies	
2.	Completion Certificates with performance	
3.	Tender Form- Duly Signed & Stamped	
4.	Proforma for GST Details (ANNEXURE B)	
5.	Bank Details (ANNEXURE C)	
6.	Certificate as per (ANNEXURE F)	
7.	Entire Tender document, each page and form duly signed and filled in	