



आईएसओ 9001-2015 पत्तन
AN ISO 9001-2015 PORT

मुरुगांव पत्तन प्राधिकरण

MORMUGAO PORT AUTHORITY

(पत्तन, पोत परिवहन और जलमार्ग मंत्रालय, भारत सरकार)

(MINISTRY OF PORTS, SHIPPING & WATERWAYS, GOVT. OF INDIA)

प्रशासनिक कार्यालय, हेडलैण्ड . सडा, मुरुगांव, गोवा. ४०३ ८०४

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वैश्विक वृद्धिकर्मा
ONE EARTH - ONE FAMILY - ONE FUTURE

NOTICE INVITING BUDGETORY OFFERS

Name of Work	NAME OF WORK: “Supply, operation and comprehensive maintenance of 1no. 100T and above Harbour Mobile Crane (HMC) for handling cargo operations at Berth no 10 & 11 of Mormugao Port Authority for a period of 2 years”
Date of submission of budgetary quotation	On or Before 17.02.2023 at 15:00 Hrs.
Address for communication:	Executive Engineer (P & D), Mechanical Engineering Department, Mormugao Port Authority, P & D, 2 nd Floor, Main Admin. Building, Headland Sada, Vasco-da-Gama Goa - 403804
Contact Details	Phone : (0832) 2594227, 2594228 Email : xenpnd.mgpt@gmail.com
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**EXECUTIVE ENGINEER (P & D)
MORMUGAO PORT AUTHORITY**

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

Ref. No.: CME/PD/I(2A)/1698

Date: 07.02.2023

To,
The Prospective Bidders,

Sub: Supply, operation and comprehensive maintenance of 1no. 100T and above Harbour Mobile Crane (HMC) for handling cargo operations at Berth no 10 & 11 of Mormugao Port Authority for a period of 2 years.

Mormugao Port Authority intends to hire 1 No. Harbour Mobile Crane (HMC) of Capacity 100 T and above for handling Bulk/Break Bulk/Container/any other cargoes as instructed by the Traffic Department on Monthly Hire basis for a period of 2 years, extendable to one more year with mutual consent under the same rate and Terms & conditions for round the clock operations.

Kindly furnish the budgetary quotation for the same as per the Price Schedule attached at Annexure I. The Scope of work is enclosed herewith.

Your budgetary quotation should reach to this office on or before 17.02.2023 at 15:00 hrs.

Yours sincerely,

EXECUTIVE ENGINEER (P & D)

SCOPE OF WORK

1.0 GENERAL

- 1.1 The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
- 1.2 The scope of work described in this chapter shall not be a basis for any dispute with regard to rates or for alteration of terms and conditions including General Conditions. Doubts, if any, about the interpretation of any of the clauses in this chapter shall be referred to the Tender Accepting Authority of MPA, whose decision in the matter shall be final and acceptable to the Tenderer /contractor.

2.0 SCHEDULE OF QUANTITIES

- 2.1 Mormugao Port intends to hire 1 No. Harbour Mobile Crane (HMC) of Capacity 100 T and above for handling Bulk/Break Bulk/Container/any other cargoes as instructed by the Traffic Department on Monthly Hire basis for a period of 2 years, extendable to one more year with mutual consent under the same rate and Terms & conditions. The scope of work includes Supply, Operation & Maintenance round the clock.
- 2.2 The age of the HMC deployed for operation shall be not more than 8 years at the time of deployment.
- 2.3 Spares, tools & tackles, any other Consumables, Lubricants, including manpower required for operation & maintenance of the HMC shall be responsibility of the contractor.
- 2.4 Fuel required for operation of HMC shall be supplied by the Port. However, manpower required for filling the fuel shall be arranged by the contractor at his own cost.
- 2.5 The contractor shall maintain minimum stock of critical spares for smooth operation of the HMC.
- 2.6 The HMC deployed for the operation should possess relevant test certificates as per the Dock safety regulation act 1990.
- 2.7 The proposed HMC shall be deployed at Berth No. 10 & 11. However, on demand by MPA, the Contractor shall shift and operate the HMC at other berths as per the requirement and instructions of officer in-charge of Traffic Department/ MPA, subject to feasibility.
- 2.8 Change in mode of operation (e.g. From hook to grab, grab to spreader, spreader to grab etc.) to be carried out by the contractors with their staff.

3.0 DESIGN CRITERIA:

The Harbour Mobile Crane to be deployed shall meet the following requirements:

1.	Type of HMC	Diesel operated & Tyre mounted
2.	Maximum reach	HMC shall lift at least 45 Tons below the Spreader upto a Reach of 40 meters from the centre of the Crane
3.	Lifting capacity of the Crane	≥ 100 T
4.	Load bearing capacity on Quay should not exceed	5 T/m ²

5.	Spreader	Automatic Spreader To handle 20 feet, 40 feet & 45 feet containers & with twin lift
6.	Grabs (min. 2 nos.)	To handle cargo ranging from 0.6 Ton/m ³ – 2.5 Ton/m ³ density
7.	Motorised Hook (1 no.)	Having capacity to lift 100 tons & above
8.	Min. working Radius	10 – 11 meters
9.	Max. hook depth below ground	15 meters
10.	Age of HMC	Not more than 8 years at the time of deployment.

- i. The bidder may please note that the specifications mentioned above are indicative only. The bidder may adopt its own design so as to fully meet the above functional requirements in all respects without sacrificing the safety, quality, efficiency and reliability in any manner. The HMC shall lift at least 45 Tons below the Spreader upto a Reach of 40 meters from the centre of the Crane.
- ii. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.
Note: The maximum permissible vessel that can be currently handled at MPA is with a maximum LOA: 225 m and Beam: 50 m. Maximum possible draft at berth no. 10 & 11 is 12.80 meters at high tide.
- iii. Bulk/Break Bulk/Container/any other cargoes as instructed by the Traffic Department are to be handled by the HMC at Berth no. 10 & 11.
- iv. The proposed HMC is intended for use at Berth No. 10 & 11. The projected cargo and cargoes other than those designated can be handled at these berths; the operator should make necessary arrangements for deploying suitable grabs/spreader etc., for handling the above multi cargoes.
- v. The HMC shall be equipped with sensors for heat/smoke detection inside the machinery room and automatic fire extinguisher located in the engine room.
- vi. All the materials and works, including labour, required to complete the work satisfactorily are covered under the scope of the Contractor under this contract.
- vii. Contractor shall nominate an Authorized Representative for carrying out all the transactions with MPA.
- viii. Maintain valid Insurance Policies as applicable for Men and Machines.

4.0 INSTALLATION & COMMISSIONING OF THE Harbour Mobile Crane (HMC)

The contractor shall Supply and install the HMC complete with all accessories and requisite manpower. Supply, installation, Testing and commissioning of the HMC shall be within 60 days from the date of issue of Letter of Acceptance (LOA). Delay in commissioning of HMC beyond scheduled completion period of 60 days shall attract '**charges for Delay in Commissioning of Equipment**' as per clause no. 7.0 and further extension, if any, shall be allowed at the sole discretion of the Port, duly imposing '**charges for Delay in Commissioning of Equipment**' as per clause no. 7.0 or the contract may be terminated and the Bank Guarantee submitted by the contractor towards Security Deposit/ Performance Security shall be encashed.

5.0 DEPLOYMENT OF MANPOWER BY THE SUCCESSFUL BIDDER:

Manning pattern for this contract:

- 5.1 The Contractor has to deploy the following minimum man power for the Operation and maintenance of the HMC deployed by them. The contractor shall carry out round-the-clock manning, operation and Maintenance on all days including Sundays and holidays during the contract period.

Man Power schedule: -

Category of Manpower	Nos.	Qualification
HMC Operator	04	Should Possess HMV/HPV Licence with minimum 5 years' experience in handling HMC's.
HMC Asst. Operator	04	ITI (Motor Mechanic)
Shift Manager	03	Diploma in Mechanical/ Automobile with 5 years experience or B.E. in Mechanical/ Automobile with 2 years experience.

Apart from the above a Technician(Electrical) having ITI(Auto Electrician) with 2 years of experience and Technician(Mechanical) having ITI(Mechanic) with 2 years of experience shall be provided in the General shift and they shall be available as and when required in case of emergencies/breakdown irrespective of the shift.

Note: The shift pattern for deploying the above man power is as follows: -

1st Shift : 07:30 Hrs. to 15:30 Hrs.

2nd Shift :15:30 Hrs. to 23:30 Hrs.

3rd Shift : 23:30 Hrs. to 07:30 Hrs.

General Shift: 08:30 Hrs. to 17:30 Hrs.

- 5.2 The contractor shall carry out round-the-clock manning, operation and maintenance on all days including Sundays and holidays during the contract period as per the requirement of Traffic Department.
- 5.3 If any of the staffs are engaged in overtime duty, Overtime wages at applicable rates shall be paid by the contractor.
- 5.4 The successful bidder will be obliged to position the HMC at the Port at least two days prior to the scheduled start of work.
- 5.5 The successful bidder to be appointed as contractor shall, before the commencement of the operations, get HMC inspected by the MPA official. The deployed HMC must conform to the Technical Specifications like Lifting Capacity, accessories to be supplied, age/year of manufacture, etc. The contractor will be required to produce original supporting documents like Registration papers, invoices, valid Insurance, Fitness certificates, etc. at the time of inspection of the HMC. HMC once deployed, should not ordinarily be changed. However, it may be changed on the written request of the contractor only with the approval of the Port. However, the new deployed equipment has to conform to the stipulated criteria.

6.0 PORT CHARGES

- i. Electricity and Water for erection, commissioning and operation of the HMC shall be provided on payment of applicable tariff of MPA.
- ii. Office/Store room will be given to the Contractor on chargeable basis as per Port's prevailing SoR.

7.0 DELAY IN COMMISSIONING OF EQUIPMENT

The successful bidder shall supply HMC within 60 **days** from the date of issue of LoA, failing which the **charges for Delay in Commissioning of Equipment** will be imposed at ½ % per week or part thereof on the contractual value. However the maximum amount of charges towards **Delay in Commissioning of Equipment** shall be 05% of the **contract price**. If the HMC is not delivered within 08 **weeks** beyond 60 **days** from the date of issue of LoA, the contract shall be liable to be terminated at the sole discretion of the Port and the Performance Guarantee will be forfeited or Bank Guarantee will be encashed as the case may be. In addition to the above, the firm will be banned from participating in future tenders for a period of two (02) years.

8.0 DOWNTIME FOR PLANNED MAINTENANCE:

The Contractor shall be allowed a planned downtime of **one day for each completed month of service** during the contract period for up keeping of HMC. However, the contractor must take prior permission of the Engineer In-Charge, MPA, before laying up the HMC to carry out such maintenance work. The contractor can avail a **maximum planned downtime up to 6 days** half yearly(for every 6 months) during the contract period to carry out any work / repairs (From the date of Commencement of Contract). Any planned down time not availed within respective half calendar year will lapse and cannot be carried over to the next half calendar year.

The contractor shall carry out all Planned Maintenance of HMC as per the Manufacturers Service Schedule/Maintenance Plan. The maintenance shall be carried out as per the Manufacturers Standard Procedure.

The contractor has to keep and submit along with the bills all records of the daily/Preventive/breakdown inspection and maintenance of HMC for verification.

For availing the planned downtime, prior permission will have to be obtained in writing from the MPA Engineer in-charge.

However any downtime for which prior permission from Engineer in-charge, MPA has not been obtained shall be deemed as off-hire (break down) of HMC and deduction shall be made as per Clause 9.0 (Damage Charges for non-compliances) below.

9.0 DAMAGE CHARGES FOR NON-COMPLIANCES

9.1 NON AVAILABILITY OF HMC

- a) This clause shall be applicable for non -availability of HMC on account of break downs or any other reasons.
- b) The slabs for 'Damage Charges for non-compliances' are as below for any break down:-
 - (i) Up to 4 hrs. = **NIL**

- (ii) After 4 hrs. and up to 2 days = **25%** of hire charges per day + Nonpayment of hire charges for non-available period.
- (iii) 3 to 7 days= **50%** of hire charges per day + Nonpayment of hire charges for non-available period
- (iv) 8 to 15days = **75%** of hire charges per day + Nonpayment of hire charges for non-available period
- (v) 16 days to till the readiness of the equipment = **100%** of hire charges per day + Non-payment of hire charges for non-available period

Note: If non-availability of HMC continued beyond four (4) hours, then Damage Charges for non-compliances will be imposed.

10.0 NON-PAYMENT OF AMOUNT TOWARDS DELAY IN COMMISSIONING OF EQUIPMENT /DAMAGE CHARGES FOR NON- COMPLIANCES:

- a) The charges towards 'Delay in commissioning of equipment or Damage Charges for non-compliances' arising out of any reason shall be deposited by the Contractor within 30 days from receipt of such intimation from MPA. Non-deposit of these Charges within the specified time will attract interest as per SOR from the date of default and shall be resulted in one or any combination of following actions which will be taken by MPA.
- b) Adjusting from Security Deposit, by encashing the Bank Guarantee towards Security Deposit (SD) as the case may be. The balance amount of Security Deposit shall be readjusted. Thereafter, new BG having validity as of earlier BG shall be submitted by the contractor.
- c) Invocation of Termination Clause and no compensation shall be paid to the contractor by the Port.

11.0 CONDITION FOR OPERATION OF HMC

- a) The contractor is obliged to keep the HMC in proper working condition and to be operated by skilled, licensed and trained man power, wherever required as per existing law.
- b) The preventive maintenance of the equipment (HMC) should be carried out as per maintenance schedule of HMC and in case of break down, the same should be attended in time and in case of prolonged break down, alternative arrangements as specified above should be made to prevent hardship to customers and revenue loss to MPA. In case of prolonged break down for more than 48 hours and contractor's failure to make alternate arrangements, MPA can get the work done at the risk and cost of the contractor.

12.0 INSURANCE:

The Contractor shall effect and maintain the following policies at no cost to MPA, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to cover actual Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a) Third party bodily injuries/death/disablement of persons not belonging to Employer and/or Contractors.

- b) Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment/vessels/other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
 - c) The value of third party legal liability for compensation for loss of human life or partial/total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.
 - d) The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.
 - e) The policy will be having claim series clause and extended notification clause with cross liability extension.
- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.
- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgment:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
- a) Evidence that the insurances described above have been effected and
 - b) Copies of policies for the insurances described in the clauses have been submitted.
 - c) When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.

- vii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

13.0 MAINTENANCE OF CONTEMPORARY RECORDS:

- a) The contractor shall also maintain a register/log book for recording the data on cargo handled shift wise. Same shall be verified and certified by the shift Manager after every shift. The quantity shall be verified by the Shift Manager in coordination with Traffic Department. EIC shall do random checks on the reports submitted by Shift manager and if any discrepancy is observed, the loss incurred by Port on account of same shall be deducted from the contractor's monthly bill.
- b) The Contractor shall maintain requisition and supply records, cargo handling records, maintenance schedules, etc. with timings for compilation to ascertain the monthly performance of the HMC. The format for such records and other necessary operational records shall be finalized in consultation with the Officer In-charge of the Traffic Department of MPA. Also these formats or new formats shall be revised /derived if required during the Contract period. For this purpose, the Contractor shall have to provide a set of latest computer with a printer in the control room of the HMC for generation of records pertaining to operation and maintenance of the HMC.

14.0 DEDUCTIONS:

While performing under the contract, the damages caused by the Contractor or his workmen to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Mormugao Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the Contractor. In determination of the damage, the opinion of the Officer-In-charge of Traffic Department / MPA shall be conclusive.

15.0 PERSONAL PROTECTIVE EQUIPMENT (PPE):

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

16.0 SAFETY:

- a) It will be entirely the contractor'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.
- b) The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- c) The contractor shall indemnify MPA against any violation of safety laws, rules and regulations while carrying-out operations and maintenance as required by the contract.
- d) No unauthorized person should be allowed to work on the Harbour Mobile Crane (HMC).

17.0 CONDUCT:

The Contractor, at all times during execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighbourhood of the works.

18.0 ACCIDENT:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer- In-charge of Traffic Department/MPA giving all the details. He shall also provide additional information about the accident as requested by the OFFICER INCHARGE (OIC) of Traffic Department/MPA and Safety Officer of MPA.

19.0 WATCH AND WARD:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost.

20.0 UNDERTAKING BY THE CONTRACTOR:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the percentage offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all incidental charges, etc.

21.0 ASSIGNMENT AND SUBLETTING:

The Contractor shall not transfer the equipment for operation to any 3rd party either by way of sub- Contract, assignment, rent or any other means without written permission of Mormugao Port Authority.

22.0 PERMISSION FOR PORT ENTRY:

Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued on payment basis as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for whom the Port Entry Passes are required. The contractor shall have to obtain Port entry pass for all their staff at their own cost for operation of the Harbour Mobile Crane inside the Port area during the contract period. The present HEP rates are in port website <https://mptgoa.gov.in>

23.0 OBLIGATION TO OBTAIN ALL STATUTORY CLEARANCES, PERMISSIONS:

The Contractor shall, at its own cost, obtain and maintain valid statutory clearances and permissions as may be required as per law for operating the Harbour Mobile Crane (HMC). The contractor shall comply with the Dock Safety Regulations. The periodical tests and annual thorough examination of HMC from statutory authorities such as Dock Safety Inspectorate shall be carried out by the contractor at their own cost. The contractor shall submit the documentary evidence for the same for the HMC before commencing the HMC operation.

24.0 TAXES, LEVIES, Etc.:

The Contractor shall pay all lawful taxes including Goods & Service Tax (GST), duties, cess, assessments, charges etc. which may be levied by any Govt. Authority or Tax levying agencies from time to time.

25.0 NO NUISANCE/ANNOYANCE TO OTHERS:

The Contractor shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the contracted premises.

26.0 NO COMPENSATION ON EXPIRY OF CONTRACT PERIOD:

No compensation what so ever shall be payable by the Port to the Contractor on termination of Contract prior to the expiry of the Contract period.

27.0 ALLOTMENT OF VESSEL & COLLECTION OF CHARGES:

The vessel allotment shall be decided by the Traffic Department and intimated to the Contractor. Accordingly, requisition for engagement of HMC will be given by exporters/importers/cargo owners/other users to the Contractor through Officer In-charge of the Traffic Department. The Port shall collect the charges towards HMC hiring from Port Users as per the scale of rates (SoR).

28.0 BANNING OF BUSINESS:

In case, the successful bidder fails to execute the Contract Agreement, after issue of work order, the business dealings with the bidder will be banned by MPA after following due procedure prevailing at MPA and the same will be circulated to all Major Ports of India, in addition to encashing of Bank Guarantee towards Security Deposit/ Performance Security as per Clause No. 2.20 of Bidding documents.

Executive Engineer (P & D)

SCHEDULE OF PRICES AND QUANTITIES**PRICE SCHEDULE**

Sr. No.	Item description	Qty.	Unit	Rate/ Unit (Rs.)	Amount Excl. of G.S.T
A	B	C	D	E	F = E x C
1	Supply, operation and comprehensive maintenance of 1no. 100T and above Harbour Mobile Crane (HMC) for handling cargo operations at Berth no 10 & 11 of Mormugao Port Authority for a period of 2 years as per the scope of work and specifications.	24	months		
TOTAL(Exclusive of G.S.T)					

(In Words Rupees _____ only exclusive of all taxes)

Note: The rates quoted above shall be exclusive of GST. Applicable GST shall be paid extra.