

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

Quotation No.: CME/XEN(M)/EQUIP/1/2023



AN ISO 9001-2015,
ISO 14001-2015 &
ISPS COMPLIANT PORT

QUOTATION

FOR

**“Annual Thorough Examination of 11 Ton & 75 Ton mobile
Crane and its loose gears, at Mormugao Port Authority.”**

Due at 11:00 Hrs. on 04.08.2023

Website: www.mptgoa.gov.in

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MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

Quotations are invited in a sealed cover from reputed firms approved and authorised by DGFASLI as a Competent Person for testing, examination and certification of lifting appliances, loose gears and wire ropes under Regulation 2 (d) of the Dock Workers (Safety, Health & Welfare) Regulations, 1990, at Mormugao Port, Goa, duly superscribed as **QUOTATION FOR** “Annual Thorough Examination of 11 Ton & 75 Ton mobile crane and its loose gears, at Mormugao Port Authority”.

Details about Quotation:

Quotation invited by	EXECUTIVE ENGINEER (M)/EQUIPMENTS SECTION, MORMUGAO PORT AUTHORITY
Quotation No.	Quotation No.: CME/XEN(M)/EQUIP/1/2023
Name of Work	Annual Thorough Examination of 11 Ton & 75 Ton mobile crane and its loose gears, at Mormugao Port Authority.
Completion Period	The work shall be completed within Seven (7) days from the date of issue of Letter of Acceptance (LOA).
Estimated Cost of the Work (INR)	Rs. 25,000/- (exclusive of GST)
Quotation Document Cost	Nil
Liquidated Damages	0.5% per week or part thereof, of contract value subject to a maximum of 5% of contract value, GST @ 18% applicable. Details at Section-I, General Terms and Conditions of Contract, clause No. 2.2
Payment terms	100% payment shall be made within 30 days after satisfactory completion of work on producing invoice complete in all respects. The contractor shall furnish their bank account number, PAN card, IFS Code, MICR number. Name of the Branch along with Bill for arranging payment made through E.C.S. by the Authority.
Bid Validity	90 Days from the date of opening of the quotation.
Date of submission of bids	04/08/2023 till 11:00 Hrs.
Date of Opening of bids	04/08/2023 at 11:30 Hrs.
Address for communication and submission of bid	“Superintending Engineer (M)” Engineering Mechanical Dept., Mormugao Port Authority, Mormugao, Goa – 403804.
Contact Details	Phone: 0832-2594572/4581/4571, 9552540386 Email: xenm.equip@gmail.com
Website	www.mptgoa.gov.in

EXECUTIVE ENGINEER (M)
EQUIPMENTS SECTION
MORMUGAO PORT AUTHORITY

SECTION – I

1.0 GENERAL TERMS AND CONDITIONS OF CONTRACT

1.1 COST OF THE QUOTATION DOCUMENT:

NIL

1.2 TECHNICAL CRITERIA

The Bidder shall be approved and authorised by DGFASLI as a Competent Person for testing, examination and certification of lifting appliances, loose gears and wire ropes under Regulation 2 (d) of the Dock Workers (Safety, Health & Welfare) Regulations, 1990, and the bidder has to furnish a copy of the certificate issued by DGFASLI.

1.3 RESPONSIVENESS OF BID:

An offer shall be considered non-responsive and shall be summarily rejected in case:

- i) the quotation document is not enclosed duly signed with seal on each page along with Annexures duly filled signed with seal, by the bidder.
- ii) the validity of the offer is less than quotation stipulation,
- iii) the bidder submits conditional offer / imposes own terms and conditions / does not accept quotation conditions completely.
- iv) the Price Cover is not submitted in a separate sealed envelope.
- v) it is not received by the Application Due date and time including any extension thereof.

1.4 BID VALIDITY:

The Bid validity shall be 90 days from the due date of submission of the quotation.

1.5 SUBMISSION OF QUOTATION:

1.5.1 The **SEALED SINGLE COVER** should be super scribed as ‘Quotation for “Annual Thorough Examination of 11 Ton & 75 Ton mobile Crane and its loose gears, at Mormugao Port Authority”’ and shall contain the following:-

- a) Copy of the certificate issued by DGFASLI authorizing the tenderer for carrying out Load Testing, examination and certification of Lifting Appliances & Loose Gears.
- b) PAN card copy duly signed and stamped
- c) GST registration certificate copy duly signed and stamped
- d) EPF/ESI registration certificate copy duly signed and stamped
- e) Bank details as per Annexure – I duly signed and stamped
- f) Entire Quotation document Signed & stamped on each page

The price cover duly filled, stamped & signed shall be enclosed in a separate envelope super scribed as ‘PRICE COVER’. If the Price Cover is not submitted in a separate sealed envelope, the bid shall be summarily rejected.

*All the above listed documents from (a) to (f) and the sealed envelope containing the price cover shall be enclosed in **ONE SEALED ENVELOPE and addressed to The Executive Engineer (M), Equipments Section, Office of The Chief Mechanical Engineer, 2nd floor, Main Administrative Bldg., Headland Sada - Goa and submitted before the due date and time.***

The Bidder(s) shall be allowed to be present during the opening of the quotation, in-case he/she desires to.

1.6 PRICE:

The evaluation shall be on the basic price. The rates offered shall be exclusive of GST. In case of any new tax imposed by the State/Central Govt., the same shall be reimbursed on producing the documentary proof.

1.7 ALTERATIONS / COUNTER CONDITIONS:

1.7.1 The Bid shall contain no alterations/additions, except those to comply with instructions issued by MPA.

1.7.2 The Bid with any counter conditions will be summarily rejected.

1.8 Bid Security Declaration:

The Bidder, on a plain letter head of the firm, is required to submit the Bid security declaration as attached at **ANNEXURE-II**. The tender not accompanied with Bid security declaration shall be summarily rejected.

1.9 COMPLETION PERIOD:

The entire work shall be completed within seven (7) days from the date of issue of Letter of Acceptance (LOA)

2.0 PAYMENT TERMS:

2.1.1 100% Payment will be released on successful completion of contract work as per the scope of work indicated at Clause No. 3.2 and certification by MPA engineers.

2.1.2 The payment will be released within 30 days from the date of receipt of undisputed bills in duplicate and with all other supporting documents.

2.1.3 The contractor shall furnish their bank details such as name of the Bank, branch, Account No., MICR number & IFS Code along with Bill for arranging the payment through ECS by the MPA. A copy of the PAN card, GST Registration No., EPF& ESI shall be furnished.

2.2 LIQUIDATED DAMAGES: (LD)

In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages for delay to complete the work, a sum of 0.5% per week or part thereof of contract value subject to a maximum of 5% of contract value and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor. The GST @18% on LD will be deducted at the time of making payment to Vendors/Contractors.

2.3 EPF/ESI: Applicability of EPF and ESI Act.

- 2.3.1 The Bidder / Contractor shall ensure strict compliance of the labour laws including those under the Employees State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provisions Act, 1952 and rules and regulations framed therein.
- 2.3.2 The Bidder / Contractor shall ensure that the statutory contribution towards the Employee State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provision Act, 1952 in respect of the employees engaged by him are deposited with the authority concerned and a proof having deposited the contribution should be produced at the office of CME by 10th of the succeeding month in which the payment was due.
- 2.3.3 In the event any Bidder raises a dispute that he is not covered under the provisions of Employees State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provision Act, 1952 such Bidder should obtain Certificate from the Competent Authority under these Acts and produce the same documentary evidence at the office of the Chief Mechanical Engineer.
- 2.3.4 The amount recovered if any, as statutory dues in respect of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 shall be released only after producing documentary evidence / no dues certificate from the authorities under these Acts.

2.4 SECURITY & SAFETY REQUIREMENTS:

- 2.4.1 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. Further any insurance of the personnel as per regulations in force has to be taken care of by the contractor.
- 2.4.2 The contractor shall comply with all regulations imposed by the customs and MPA security authorities in respect of the passage of vehicle, materials and personnel through customs and Port barriers. No photographs/films of the work or any part thereof and of Plant/premises shall be taken or permitted to the contractor without the specific approval of the General Administration Department of MPA.

2.5 GATE PASS:

Necessary RFID entry passes shall be obtained by the Contractor at their **own cost** with the approval of MPA Officials for entry into Port area. The same can be obtained online from our website <https://mptgoa.gov.in>.

2.6 INJURY/DAMAGE TO PERSONS AND PROPERTY:

- 2.6.1 The contractor shall take all precautions while carrying out the contract work against any possible damage to MPA property. Should any such damage be done by the contractor, he shall make good or bear the cost of making good the same, when brought to his notice, without delay to the satisfaction of the Engineer, failing which the same will be recovered from the bill.
- 2.6.2 The contractor shall indemnify MPA against any claim that may arise for any damage to or loss to Port property or injury caused to Port personnel or to any labour engaged by the

contractor, during the execution of the contract. MPA will not be responsible for any failure on the part of the contractor or his agent to take necessary measures or precautions in this regard. In this regard contractor will be wholly responsible, if any injury/death of his person on duty, and contractor shall take necessary insurance policy to cover the staff while at work to meet any such eventualities.

2.7 FORCE MAJEURE:

Notwithstanding anything in this contract to the contrary neither the MPT nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by “force majeure” which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

2.8 PERSONAL PROTECTIVE EQUIPMENTS:

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, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

2.9 FORECLOSURE OF CONTRACT

Notwithstanding anything in the contract document, the contractor agrees that MPA shall be entitled to foreclose the contract on occurrence of the following events:

- i) In the event of breach of contract by the Contractor
- ii) An emergency or
- iii) For national security and /or national interest and /or public reasons.

Upon the occurrence of the events specified in the above (i), (ii) and (iii) above, MPA reserves the right to foreclose the contract at any point of time during the contract period on the issue of the termination notice. MPA shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

2.10 WORK NOT TO SUBLET:

The contract shall not be assigned or sublet without the written prior approval of the Engineer in charge.

2.11 INDEMNIFICATION:

The contractor shall be deemed to indemnify and keep indemnified MPA from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to:-

- a) The Minimum Wages Act, 1948.

- b) The Dock Workers (Regulation of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961.
- o) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

2.12 TAXES:

- 2.12.1 The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 2.12.2 The Contractor shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of the Mormugao Port Authority (MPA) to enable MPA to avail eligible Input Tax Credit (ITC). The Contractor shall indemnify MPT from any loss of eligible ITC of GST paid by it to the Contractor based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the Contractor or non-compliance of GST Act/provisions. The Contractor shall remit such GST amount with applicable interest and penalties to the MPT within 7 days from the date of intimation by MPT about non-availing of eligible ITC. MPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by MPT.

2.13 OTHER TERMS AND CONDITIONS:

- 2.13.1 All tools and tackles shall be arranged by the Contractor at their own cost. The required loads and lifting slings for the examination purpose shall be arranged by the MPA.
- 2.13.2 The technical specification at Section – II and Price Schedule (Bill of Quantities) at Section – III to be read in conjunction to ensure the works involved.

2.13.3 The contractor shall arrange for PPE (Personal Protective Equipments), safety belts etc. for all his staff required to carry out the work. All the workmen of the contractor shall be covered under a suitable insurance policy. Accidents, if any, fatal or otherwise at site shall be the sole responsibility of the contractor. The Port shall not be held liable for compensation in whatsoever manner under any circumstances.

2.13.4 **Safety Rules & Regulations for contractor's employees:**

Safety Rules & Regulations shall be complied strictly during the execution of works at site. Contractor has to follow the Safety Rules & Regulations as per Indian Electricity Rules to do the electrical works. MPA shall not provide any safety appliances and tools & tackles under any circumstances. Contractor shall ensure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, tools & tackles, helmet, safety belt, safety suit / uniform, safety net, ladders, trolley etc. as necessary.

2.13.5 Address for communication and submission of bid:

Executive Engineer (M),

Equipments Section

Office of the Chief Mechanical Engineer,

2nd floor, A. O. Bldg.,

Mormugao Port Authority,

Headland Sada, Goa – 403804

Phone: 0832-2594572, 4581, 4571, 9552540386

Email: xenm.equip@gmail.com

Further amendments if any, visit our website: <https://www.mptgoa.gov.in/>

**EXECUTIVE ENGINEER (M)
EQUIPMENTS SECTION
MORMUGAO PORT AUTHORITY**

SECTION – II

3 TECHNICAL SPECIFICATION/SCOPE OF WORK

3.1 Introduction :

Mormugao Port Authority (MPA) intends to carry out the work of “Annual Thorough Examination of 11 Ton & 75 Ton mobile crane and its loose gears at Mormugao Port Authority”

3.2 Scope of work:

3.2.1 The Scope of Work consists of thorough examination and certification of 75 Ton SWL TIL & 11 Ton SWL ACE mobile crane and its loose gears, at Mormugao Port Authority. The examination & certification shall be carried out in the manner set out in Schedule-I [Regulation 41(2)(3)] and Schedule-I [Regulation 47(2)] for Test and Periodical Examination of Lifting Appliances and Loose Gears prescribed under the Dock workers (Safety, Health and welfare) Regulations, 1990, by the Directorate General Factory Advice Service & Labour Institutes (DGFASLI), Ministry of Labour & Employment, Govt. of India. As such, the Competent Person of the tenderer; duly certified and authorised by DGFASLI, shall carry out this annual thorough examination in line with above regulations.

3.2.2 After satisfactory completion of the examination indicated above, the competent person shall enter the particulars of these tests in Part-I and Part-II of the Register of lifting appliances and loose gear and attach the appropriate certificates (in form-IV and V) to the register as per the Regulations 51 and 52 (1). As such, the tenderer shall carry out this Annual Thorough Examination in accordance with the above Dock workers (safe, health and welfare) regulations, 1990.

3.2.3 The requisite loads and the lifting slings shall be arranged by the Port.

3.3 TECHNICAL SPECIFICATIONS

The details of appliances/ equipments/ loose gears for the annual thorough examination are given below:

Sl. No.	Description of work
1	Tyre mounted Mobile Crane, SWL-75 Ton; Make: TIL; Model: RT-880
	Loose Gears of 75 Ton Mobile Crane
2	Tyre mounted Mobile Crane, SWL- 11 Ton – Make: ACE
	Loose Gears of 11 Ton Mobile Crane

3.4 DEFINITIONS:

3.4.1 “Competent person” means

A person belonging to a testing establishment in India who is approved by the Directorate General Factory Advice Service & Labour Institutes, Government of India, for the purpose of testing, examination or annealing and certification of lifting appliances, loose gear or wire ropes.

3.4.2 Lifting appliances: Means 11 Ton SWL ACE and 75 Ton SWL TIL mobile crane for suspending, raising or lowering cargo or moving them from one position to another while suspended or supported in connection with the dock work and includes lifting machinery.

3.4.3 Loose gears: Means hook, shackle, swivel chain, sling, lifting beam, container spreader, tray, grabs—and any other such gear, suspended or supported in connection with the dock work and includes lifting the load can be attached to a lifting appliance and includes lifting device.

3.4.4 Safe working load (SWL): Means “safe working load” in relation to an article of loose gear or lifting appliance means the load which is the maximum load that may be imposed with safety in the normal working conditions and as assessed and certified by the competent person.

**EXECUTIVE ENGINEER (M)
EQUIPMENTS SECTION
MORMUGAO PORT AUTHORITY**

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch :
2. Account Number :
3. MICR Number :
4. Type of Account :
5. IFSC Number :
6. Copy of PAN Card :
7. TIN Number :
8. GST Regn. No.:
9. EPF No. :
10. ESI Regn. No.:

Firm's Sign and Seal

Place:

Date:

Bid Security Declaration Form

Date: _____ Quotation No. : _____

To,
**The Executive Engineer (M),
Equipments Section,
Office of Chief Mechanical Engineer,
Engineering Mechanical Dept.,
Mormugao Port Authority,
A. O. Bldg, Headland Sada,
Mormugao, Goa – 403804**

Sub: Quotation for Annual Thorough Examination of 11 Ton & 75 Ton mobile crane and its loose gears, at Mormugao Port Authority.

I/We the undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with Mormugao Port Authority for a period of one (1) year from the date of notification if I/we

- a. am/are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work Order/Purchase Order.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of viz. (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

in the capacity of

Name:

Duly authorized to sign the bid for an on behalf of

Dated on _____ day of _____

Corporate Seal

CHECK LIST

QUOTATION No.: CME/XEN(M)/EQUIP/1/2023

Name of Work: Annual Thorough Examination of 11 Ton & 75 Ton mobile crane and its loose gears,
at Mormugao Port Authority.

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH QUOTATION

DETAILS OF DOCUMENT TO BE SUBMITTED			YES	NO
TECHNICAL BID	1.	Copy of valid Authorisation Certificate issued by DGFASLI for testing, examination and certification of lifting appliances, loose gears and wire ropes under Regulation 2 (d) of the Dock Workers (Safety, Health & Welfare) Regulations, 1990		
	2.	Certificates: a) GST Registration Certificate. b) PAN card copy c) Employees State Insurance Registration Certificate d) PF Registration Certificate.		
	3.	Quotation Document sealed and signed by the bidder.		
	4.	Annexure – I – Bank information for E-payment		
	5.	Annexure-II – Bid Security Declaration Form		
PRICE SCHEDULE	6.	Section – III – Price Schedule (Bill of quantity-BOQ)		

SECTION – III
PRICE SCHEDULE

(BILL OF QUANTITIES – BOQ)

Quotation No.: CME/XEN(M)/EQUIP/1/2023

Name of Work: Annual Thorough Examination of 11 Ton & 75 Ton mobile crane and its loose gears, at Mormugao Port Authority.

Sl. No.	Description	Unit	Qty. (No.)	Rate/Unit (Rs.)		GST (%)	Amount (Rs.)
				In Figures	In Words		
A	B	C	D	E	F	G	H = D × E
1.	Annual thorough examination of 75T Mobile Crane	Lumpsum	01				
	Annual thorough examination of Loose Gears of 75T Mobile Crane						
2.	Annual thorough examination of 11T Mobile Crane	Lumpsum	01				
	Annual thorough examination of Loose Gears of 11T Mobile Crane						
Total [1+2] (in figures)							
Total [1+2] (in words)							

Date:

Signature:

Place:

Name:

Address:

Office Seal of firm:

Note: The offered rates shall be inclusive of all taxes and duties. GST shall be paid as applicable. In case of any new tax imposed by the State/Central Govt., the same shall be reimbursed on producing documentary proof.