

MORMUGAO PORT AUTHORITY
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT

E-TENDER No. MM/NS/CE/0032

E-TENDER FOR

Supply of Grooved Rubber Sole Plates as per RDSO drawings, for railway maintenance (BG Siding for 52/60 kg railway track) as follows:-:

- 1. RT-4614 – 4,000 Nos.**
- 2. RT-4615 – 2,500 Nos.**
- 3. RT-4977 – 4,000 Nos.**
- 4. RT-3703 – 3,000 Nos.**
- 5. RT-3711 – 5,000 Nos.**

THROUGH e-TENDER ON WEB SITE
<https://eprocure.gov.in/eprocure/app>
Due at 10.30 hrs. on 14.11.2024



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



I. NOTICE INVITING TENDER (NIT)

Details about tender:

Tender inviting	MATERIALS MANAGER, MORMUGAO PORT AUTHORITY	
E-Tender No.	MM/NS/CE/0032 due on 14.11.2024	
Name of Work	Supply of Grooved Rubber Sole Plates for railway maintenance (BG Siding for 52/60 kg railway track), as per following RDSO drawings:- 1. RT-4614 - 4,000 Nos. 2. RT-4615 - 2,500 Nos. 3. RT-4977 - 4,000 Nos. 4. RT-3703 - 3,000 Nos. 5. RT-3711 - 5,000 Nos.	
Estimated Cost (INR)	Rs. 10,50,200.00 (inclusive of GST)	
Bidding Type	Open <i>(eTender Mode Only)</i> (Two Cover System)	
Tender Currency Settings	Indian Rupee (INR)	
Tender Cost/Fee	Rs. 2,360.00 (incl. of GST) (non-refundable)	Mode of Payment : e-Payment
EMD	Rs. 15,750.00	
Bid Security Declaration	<u>The Bid Security Declaration Form at ANNEXURE-E to be duly filled and submitted in Cover-I, by bidders exempted from Tender Fees and EMD payment, failing which the Bid will be summarily rejected.</u>	
Payment of Tender Cost/Fee	<p>The EMD & the Tender Cost/Fees shall be paid in e-payment mode only. For exemption of EMD & Tender Cost, the Certificate from MSE/NSIC shall be submitted in electronic format (by scanning) while uploading the bid. The EMD of unsuccessful Tenderers will be refunded.</p> <p>Mode of Payment towards EMD & Tender Fee to be paid online through e-Payment mode before due date via :</p> <ol style="list-style-type: none"> National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement (RTGS). Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank. Internet Payment Gateway (Debit/ Credit Card of type VISA, MASTERCARD or RuPay. Net Banking: Payment can be made through the Internet Banking of Any Bank. <p>Note: Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the Tender website as a token of payment. The UTR Number and date regarding the payments to be intimated in Cover-I of the E-Tender.</p>	
Performance Security Deposit	Within 14 days of acceptance of the bid or receipt of order, the successful bidders will have to effect a Performance Security Deposit amount equal to 10% of the basic value (exclusive of GST) of the order (all details given in Performance Security Deposit clause of tender TERMS AND CONDITIONS).	
Validity Period of the Tender	120 days from the date of opening.	
Qualifying Criteria	PRE-QUALIFICATION CRITERIA / BIDDING CONDITION	
	<ol style="list-style-type: none"> The Bidder should have an average Annual financial turnover of at least Rs. 3,15,060.00 for the three financial years of 2020-21, 2021-22 & 2022-23. In case of Micro and Small Enterprises/Start-ups, the Average Annual Financial Turnover shall be at least Rs. 1,57,530.00, subject to production of certificate issued by MSME authorities/DPIIT. The Bidder should have successfully completed one successful supply order for supply of Rubber Sole Plates for railway maintenance (BG Siding material), costing not less than Rs. 04,20,080.00 (including GST), to any reputed firm during the last five years, ending last day of month previous to the one in which applications are invited (i.e. prior to 31.10.2024). 	
Make in India	The provisions of Public Procurement (Preference to Make in India) Order 2012 and subsequent amendments shall be applicable.	

Last Date & Time for Receipt of Bids	13.11.2024 @ 10.30 hrs.
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on 14.11.2024 at 10.30 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid.
Address for communication:	Materials Manager, Materials Management Division, Engineering (Mech.) Department, "SAARASI", 2nd floor, Mormugao Port Authority, Headland Sada, Mormugao, Goa - 403 804.
Contact Details	<p>For Tender matter related queries: Phone: 0832-2594218/2594514 Email : mm@mptgoa.gov.in</p> <p>For e-Tendering participation help contact: The Help Desk will be your first point of contact at NIC. Telephone: For any queries, please call 24 x7 Help Desk Nos.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.</p> <p>Kindly send your e-Tender portal technical queries to: cphp-nic@nic.in</p> <p>NOTE: Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while e-mailing any issue with the contact details. For any issues/clarifications relating to e-Tender, kindly contact at: etenders@mptgoa.gov.in and/or at 0832-2594444.</p>
Website	https://eprocure.gov.in/eprocure/app



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II. INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. **The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.**

2. REGISTRATION

- a. Bidders are required to enrol on the e-Procurement Module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

1. SEARCHING FOR TENDER DOCUMENTS

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2. PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- e. Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

3. SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

4. ASSISTANCE TO BIDDERS

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



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



MM/NS/CE/0032

23.10.2024

To,

Sir/Madam,

**Last date and time of submission of e-tender: on 13.11.2024 before 10.30 hrs.
Date and time for opening of Cover-I: on 14.11.2024 at 10.30 hrs.**

Sub: Supply of Grooved Rubber Sole Plates as per RDSO drawings, for railway maintenance (BG Siding for 52/60 kg railway track) – 5 types (Annexure-A attached).

Ref: E-Tender No. MM/NS/CE/0032 due on 14.11.2024 at 10.30 hrs.

TENDER FEE: Rs. 2,360.00 (Rupees Two Thousand Three Hundred Sixty Only).

EMD: Rs. 15,750.00 (Rupees Fifteen Thousand Seven Hundred Fifty Only).

You are requested to **upload** your offer in the **two cover system** against our e-Tender.

"Techno Commercial Offer" or Cover-I shall contain complete information & detailed technical specifications, commercial terms and conditions and the Scope of Work according to this Bid document. Technical deviations, if any, should be clearly spelt out in Cover-I. Also, the Pre-Qualification Criteria to be fully complied with in Cover-I, else the offer will be summarily rejected.

Cover-I shall be opened on **14.11.2024 at 10.30 hrs.** The "Price Offer" or Cover-II will be opened only of those firm's that qualify for the Techno-Commercial (Cover-I) conditions.

Tenders shall be accompanied by Tender Fee of **Rs. 2,360.00 (Rupees Two Thousand Three Hundred Sixty Only)** and EMD amount of **Rs. 15,750.00 (Rupees Fifteen Thousand Seven Hundred Fifty only)**. **These fees shall be paid in e-payment mode only by RTGS/NEFT in our Bank before submission of bids. Our Bank details are attached to this tender.** Micro & Small Enterprises (MSE), as notified by the Government of India, shall be exempted from payment of the Tender Fee and the EMD, upon submitting their certificates in electronic format (by scanning) while uploading the bid. For others, incomplete tenders without these fees will not be accepted. Tenders should be kept valid for a minimum period of 120 days from the date of opening and shall conform to the general terms and conditions of contract attached.

The bid evaluation shall be carried out on individual item lowest basis.

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

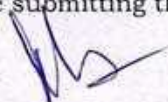
Yours faithfully,

MATERIALS MANAGER

NOTE: The above format should be uploaded with your offer duly signed and stamped along with Cover-I failing which your offer will be considered as incomplete and liable for rejection. Further, ensure that every page is signed and stamped.

III. INSTRUCTIONS TO TENDERERS

1. Only **BG Railway Siding Material suppliers** having experience in supplying of **Rubber Sole Plates for railway maintenance** are eligible to apply for this e-Tender.
2. **E-Tenders received before the last date and time for submission of tender will be opened on the due date at 10.30 hrs.**
3. The Bidder shall furnish the requisite Tender Fee & EMD, provided they are exempted as per **Point No. 12** below.
4. The prices should be quoted item wise separately. Prices quoted on lump sum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
5. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
6. **Tender evaluation shall be carried out on individual item lowest basis.**
7. Full GST will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.
8. The Tender Conditions, Conditions of Contract and the Tender Form attached should be signed and uploaded along with "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.
9. The offer submitted should satisfy all technical specifications in the attached Annexure-A, else the offer is liable to be rejected.
10. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
11. All documentary evidence and information requested should be uploaded along with your offer without fail.
12. Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME shall be exempted of payment of EMD & tender fee on producing self-attested valid supporting certificates issued by the governing body along with the technical bid. Exemption towards payment of EMD and Tender fee will be extended only to Micro and Small Enterprises. MSME bidders to submit the Bid Security Declaration format duly filled **on letter head** as per Annexure-E along with the Technical Bid, failing which the Bid will be summarily rejected. Relaxation for MSE's/Start-ups is w.r.t. 50% concession in their Average Annual Financial Turnover. Relaxation for Schedule Castes & Schedule Tribes and Women Entrepreneur, upon furnishing of Certificates will be given based on the Ministry of MSME, Govt. of India for Procurement and Works Contracts, under procurement policy.
13. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.
14. Those bidders whose working/trade license, GSTN, etc. are suspended, their offers will be summarily rejected.
15. The bidders should take into account any corrigendum published on the Tender document before submitting their.


MATERIALS MANAGER

NOTE: The above form should be uploaded with your offer duly signed and stamped along with Cover-I 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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IV. TERMS AND CONDITIONS

1. **EMD:** The Bidder shall furnish the requisite EMD, until and unless is exempted for being an MSE vendor, provided proper proof of **Udyam Registration Certificate** is furnished along with the offer. Without EMD, for those not exempted, their offer shall be treated invalid. In the event of Bidder withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening of techno-commercial bid (Cover-I), the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited. The EMD of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of EMD in any case. The Earnest Money Deposit of the successful Bidder shall be refunded only on receipt of Security Deposit as stipulated in the tender. MPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Performance Security Deposit towards performance within 14 days from the date of issue of order. In addition to above, the EMD shall be forfeited by the Port if the **Bid** is varied or modified in a manner not acceptable to Port after opening of proposal during the validity period or any extension thereof, if the Bidder tries to influence the evaluation process or in case the Bidder submits false certificate in terms of any supporting document to this Bid.
2. **PRICES:** Prices quoted should be on FOR destination basis inclusive of transit insurance indicating clearly the quantum of taxes and other charges whatsoever applicable. The prices should be firm in the offer validity period. However, in case of any statutory revision in taxes within the delivery period of supply order, the same will be considered provided you furnish documentary evidence such as copy of Govt. notification.
3. **TAXES:** Full GST as applicable at the time of delivery during the contractual period, shall be applicable.
4. **DELIVERY:** The **grooved rubber sole plates** are to be supplied within 12 weeks from the date of receipt of order along with the manufacturer's test and RDSO/RITES inspection certificates. The material is to be supplied on 'Door delivery' basis to our Store at Baina, Vasco-da-Gama, Goa, duly insured at your cost.
5. **PACKING:** The material shall be duly packed to withstand the hazards of transportation. Environmental friendly material to be used for packing.
6. **INSPECTION:** All the material is to be manufactured as per RDSO drawings and specifications. The material has to be inspected by RITES or RDSO and should be compulsorily accompanied with RITES or RDSO and manufacturer's Test Certificate. All the material should conform to Indian Railways (IR) Standards. All inspection charges are to be included in the offer, and the same to be borne by the supplier. Any damage to the items during transportation shall be to Supplier's account. If the supplied items are rejected due to any defects or quality deficiencies, the supplier has to make his own arrangements at his cost to lift the rejected material and to replace the same immediately.
7. **PAYMENT:** Payment shall be 100% payment by RTGS/NEFT, within 30 days of undisputed receipt of material, invoice, documents, reports and certificates. Suppliers numbered invoice should indicate the suppliers and MPA's GST numbers and the material HSN number.
8. **VALIDITY:** The validity of the tender shall be 120 days from the date of opening.
9. **PART QUANTITIES:** Offers should not contain any sort of conditional discounts based on quantity or value of order. The prices quoted should be valid for part quantities also.
10. **PERFORMANCE SECURITY DEPOSIT:** Within 14 days of acceptance of the tender or receipt of order, the successful tenderer will have to effect a Performance Security Deposit amount equal to 10% of the **basic value** (exclusive of GST) of the order by NEFT/RTGS or Demand Draft or by Bank Guarantee from a Scheduled Bank. The Demand Draft will have to 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 Performance Security Deposit is furnished by way of Bank Guarantee, the same should be valid for a minimum period of **12 months** (with a claim period of further 3 months) from the date of supply of material. Please note that we do not accept the Bank Guarantee issued by ICICI Bank. The Security Deposit shall be returned after successful completion of **12 months** from the date of supply. The original hard copy of the Performance Bank Guarantee shall have to be furnished to this office. The Bank Guarantee format will be given at the time of placement of order/contract. In case, if the Performance Security Deposit is not furnished, the amount will be deducted from the supplier's bills before payment. The Performance Security Deposit of the supplier will be forfeited in favour of the Port, if the supplier fails to fulfil observance of any, or all the material specifications, or clauses of the tender.
11. **LIQUIDATED DAMAGES:** Completion period as per order should be strictly adhered to. In the event of delay, Liquidated Damages at 0.5% of the total basic value of the undelivered quantity/work will be levied per week or part thereof of delay. The total Liquidated Damages shall,

the value of the order, exclusive of taxes. **The date of receipt of material at our Store at Baina, Vasco-da-Gama, Goa, will be considered as date of delivery for the purpose of Liquidated Damages. GST on LD will be levied as applicable.**

13. **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 of Legislation or other Authority, accident, strike, riot, rain, 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 date will not be entertained. The full details as regards GST Registration Number, Permanent Account Number (PAN) (Income Tax) Bank A/C No. and type of A/C, Name, Address, MICR Code and IFSC Code of Bank, etc. should be furnished as per our format attached.**
12. **JURISDICTION:** In case of any dispute the jurisdiction will be GOA only.
13. **AMICABLE SETTLEMENT OF DISPUTES:** If any dispute or differences or claims of any kind arises between the **Mormugao Port Authority** and the **Contractor** in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party refer the disputes to the **Chairperson of Mormugao Port Authority** and **Contractor** as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the such dispute, difference or claim.
14. **CONCILIATION:** If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in **Clause 13** or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee **constituted by the Indian Ports Association and approved and appointed by the Board of Mormugao Port Authority** as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines **circulated by the Indian Ports Association and approved & issued by the Board of Mormugao Port Authority** on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party. It shall be free to refer the dispute to arbitration in accordance with the provisions of **Clause 15**.
15. **ARBITRATION:** Any Dispute which is not resolved amicably as provided in **Clauses 13 and/or 14** shall be finally settled by arbitration as set forth below: -
 - i. The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
 - ii. The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time.
 - iii. The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
 - iv. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.
17. **ADJUDICATION BY ADJUDICATORY BOARD:** In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the **Contractor** and the **Mormugao Port Authority**, all disputes not settled under **Clause 14** through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under **Clause 16** and the adjudication hereunder shall be final and binding.



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NOTE: In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

18. **MAKE IN INDIA:** As per the 'Make in India' policy of the Govt. of India, all the tenderers are to furnish a self-declaration indicating clearly the '*Local Content*'. '*Local Content*' means – the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item (excluding the net domestic indirect taxes) minus the value of the imported content in the item (including all custom duties) as a proportion of the total value, in percentage. Offers will not be considered without the required self-declaration clearly indicating the percentage *local content*.
19. **COUNTRIES SHARING LAND BORDER WITH INDIA:** As per the Public Procurement No. 1 Order No. F6/18/2019-PPD dtd. 23.07.2020 of the Public Procurement Division in the Department of Expenditure, of the Ministry of Finance, any bidder from a country which shares a land border with India is eligible to bid in this E-Tender, provided the bidder is registered with Competent Authority as specified in the Order.

MATERIALS MANAGER

We hereby certify that we agree to all the above tender terms and conditions.

Signature and Seal of Tenderer

NOTE: This above format should be uploaded along with Cover-I of your offer duly signed and stamped, failing which your offer will be considered as incomplete and liable for rejection.

V. CONDITIONS OF CONTRACT

1. DEFINITIONS:-

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

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.
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 consignee's 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 FOR station of dispatch, 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 dispatch, 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 herein.
8. 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 form should be uploaded with your offer duly signed and stamped in Cover-I 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
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT**



VI. TENDER FORM

To,
**The Materials Manager
Mormugao Port Authority,
2nd floor, AO Bldg.,
Headland, Sada, Mormugao,
Goa-403 804.**

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, as applicable, 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 and pay within 14 days of such acceptance, a Performance Security Deposit amount with the Financial Advisor and Chief Account Officer, Mormugao Port Authority, Headland Sada, Mormugao, Goa (in RTGS/NEFT/DD or in the form of Bank Guarantee from any scheduled Bank) equal to 10% of the order value for which the tender has been accepted.

I/We further agree if I/We shall decline to execute the works or sign an agreement, as applicable, within 14 days of intimation to that effect, my/our tender may not be accepted and my/our tender Earnest Money Deposit may be forfeited to the administration.

Signature of the Contractor

Name: _____
Address: _____

Witness: 1. _____
2. _____

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



MORMUGAO PORT AUTHORITY
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT



ANNEXURE-A

TENDER NO. MM/NS/CE/0032 due on 14.11.2024

LIST OF ITEMS, TECHNICAL SPECIFICATIONS & SPECIAL TERMS AND CONDITIONS

Sr. No.	Description & Qty.
1.	Supply of Grooved Rubber Sole Plates for railway maintenance (BG Siding for 52/60 kg railway track), as per following RDSO drawings:- a. RT-4614 - 4,000 Nos. b. RT-4615 - 2,500 Nos. c. RT-4977 - 4,000 Nos. d. RT-3703 - 3,000 Nos. e. RT-3711 - 5,000 Nos.

1. All the **grooved rubber sole plates** should conform to RDSO drawings and specifications, and should be inspected and certified by RITES or RDSO and compulsorily be accompanied with Inspection Certificate from RITES or RDSO. All the material should conform to Indian Railways (IR) Standards.
2. All inspection and testing charges to be borne by the bidder.
3. Manufacturer's Test Certificate should be submitted along with the supplies.
4. The rates should be quoted item wise as given in the BoQ. Evaluation of offers will be carried out on individual item basis.
5. The Scope of Work is to supply the material within the delivery period along with the RDSO or RITES inspection and manufacturer's Test Certificates.


MATERIALS MANAGER

We hereby agree to all the above technical specifications and terms & conditions.

Name, company seal & signature of the tenderer

NOTE: Kindly upload the above form duly signed over your office seal along with your offer, else your offer will not be considered.



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



ANNEXURE-B

TENDER NO. MM/NS/CE/0032 DUE ON 14.11.2024

PRE-QUALIFICATION CRITERIA:

- i. The Bidder should have an average Annual financial turnover of at least Rs. 3,15,060.00 for the three financial years of 2020-21, 2021-22 & 2022-23. In case of Micro and Small Enterprises/Start-ups, the Average Annual Financial Turnover shall be at least Rs. 1,57,530.00, subject to production of certificate issued by MSME authorities/DPIIT.
- i. The Bidder should have successfully completed one successful supply order for **supply of Rubber Sole Plates for railway maintenance (BG Siding material)**, costing not less than Rs. Rs. 04,20,080.00 (including GST), to any reputed firm during the last five years, ending last day of month previous to the one in which applications are invited (i.e. prior to 31.10.2024).

MATERIALS MANAGER

Name, company seal & signature of the tenderer

Note: DOCUMENTS REQUIRED FOR PQC

1. In order to meet the **Financial criteria**, the bidder shall submit Audited Balance Sheet Profit and Loss Statement for the three years with attestation and UDIN number **OR** Annual Turnover Statement for last three years (2020-21, 2021-22 and 2022-23) certified by Chartered Accountant and with UDIN number shall be uploaded along with the bid.
2. In order to meet the **Technical criteria** above, the bidder shall submit the following documents along with the technical bid:-
 - a. The bidder has to submit the details of payments received for the works executed in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.
 - b. Self-attested photo copies of LOA/work order/Agreements showing the awarded contract value for successful **supply of Rubber Sole Plates for railway maintenance (BG Siding material)**, and satisfactory Completion Certificates issued by the Client (duly signed and stamped), indicating the reference of LOA/work order/Agreements, value of work order, date of commencement of work, actual date of Completion of works, actual completed Contract Value from client, for the contracts mentioned shall be submitted. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/Agreements/completion certificates. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification.
 - c. The 'Payment Receipt' details of the same order shall reflect in attached ANNEXURE-F. Work orders not on ANNEXURE-F shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.
 - d. The Bidder shall have valid (active status) GST Registration Certificate, and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.
 - e. All forms attached to the Bid to be signed, and any other requirement as given in the Bid Document, shall be submitted.
 - f. All Tender Annexures are to be filled, signed and submitted.
 - g. Entire Tender document, each page and form duly signed and filled in.

(To be in the Company letter head)

DECLARATION & UNDERTAKING BY MICRO & SMALL SCALE ENTERPRISES

Sl. No.	Particulars	Details
1	Is your organization Proprietary/ Partnership/ Private Limited Companies/Public Limited Company/Others
2	Does your organization belongs to Micro/Small/Medium scale Industry/ other? (Please tick mark the appropriate)	Micro Small Scale Medium Others
3	Whether Manufacturer for the tendered items (Supply)/ Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	Manufacturer for supply items Service Provider for services Trader/Reseller/Authorized agent/distributor Non MSE Bidder
4	In case you belong to Micro/Small/Medium Scale Enterprises whether you are registered under SC/ST Category. (Please tick mark the appropriate).	Yes/No If Yes SC/ST
5	In case you belong to Micro/Small/Medium Scale Enterprises whether special provision for MSEs owned by Women claimed.	Yes/No

A) CATEGORISATION OF MSE/SC-ST/WOMEN VENDORS

- In case of Micro/Small/Medium scale Enterprises, kindly attach Registration Certificate issued by DIC/KVIC/KVIB/Coir Board/NSIC/Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyam Registration Certificate.
- SC/ST and Women entrepreneurs registered under MSEs need to submit valid documentary evidence.

B) DECLARATION IN CASE OF MSE BIDDERS

In terms of Tender Conditions applicable for Micro & Small Enterprises (MSEs), we hereby declare as under;

- We are a Micro/Small Enterprise, as on bid closing date of this tender.
- We are a Manufacturer of the quoted supply item(s)/service provider for quoted services and valid MSE certificate submitted by us is authentic & valid as on bid closing date of this tender.

We declare the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection/cancellation of order/subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
 (With Company Seal & Signature)



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



TENDER NO. MM/NS/CE/0032 due on 14.11.2024

(To be submitted along with Technical Bid)

UNDER TAKING

I _____ (Name), aged _____ years, s/o _____
_____ (Name), Proprietor/ Managing Partner/ Managing Director
of _____ (Name of the Agency) do hereby state as follows:

1. The supply order submitted against the pre-qualification criteria was not cancelled.
2. The GST Invoice amount relevant to the supply order have been received by us.

Signature

Name (_____)

Place:- _____

Date:- _____



BID SECURITY DECLARATION FORM

TENDER NO. MM/NS/CE/0032 due on 14.11.2024

To,

**The Materials Manager,
MM Div./CME Dept.,
MPA, Headland Sada Vasco.**

Sub: E-Tender for "Supply of Grooved Rubber Sole Plates for railway maintenance."

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 MPA for a period of one (1) year from the date of notification if I am /We

- a. Are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- 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 and/or Sign the Agreement AND / OR furnish the required security deposit.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (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: _____ (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder).

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)



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



ANNEXURE-F

PAYMENT RECEIPT DETAILS

Tender No. MM/NS/CE/032 due on 14.11.2024

PAYMENT RECEIPT DETAILS of M/s _____ (firm's name) CERTIFIED BY STATUTORY AUDITOR.

Name of the work: Supply of Grooved Rubber Sole Plates for railway maintenance - types.

.DETAILS OF PAYMENT RECEIVED FOR THE COMPLETED SIMILAR WORK

Sr. No.	Name of work	Supply order No. & Date	Completion Certificate No. & Date	Actual Period of Contract (including extensions if any)		Final completed Value as per the Completion Certificate (Excl. of GST)	Name and Contract details of the client
				From	To		
1.							

I, hereby, declare that the information given in in the above Annexure-F is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory Auditor:-

Signature and seal of the Statutory Auditor:-

UDIN No.:-

Tel. No.:-

E-mail ID:-

NOTE:

- a. The bidder has to submit the details of payments received for the works executed in ANNEXURE-F in full, duly signed and sealed by the statutory auditor with the UDIN Number. In case, any information in this annexure is found to be false or incorrect, that particular work shall not be considered for evaluation. Further, in case of false certification by the statutory auditor, same shall be informed to the institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.
- b. Self-attested photo-copies of LOA/Work Order/Agreements showing the awarded contract value of 'Similar Works' and satisfactory completion Certificates issued by the client, indicating the reference of LOA/Work Order/Agreements, value of work order, date of commencement of work, actual date of completion of works, actual completed Contract Value and remark of satisfactory completion from Client, for the Contracts mentioned at Annexure-F. If the bidders does not enclose LOA/Work Order/Agreements/Completion Certificates submitted as per Annexure-F. TDS certificate clearly showing the tax deduction from client for related Work Orders/Agreements shall be produced for verification.

Note: The BoQ and Scope of Work supporting the LOA/Work Order/Agreements should have the clients endorsement.

- c. The works declared by the bidder in Annexure-F only shall be considered for technical qualification of the bidders. LOA/Work Orders/Agreements other than ones mentioned in this Annexure-F shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later. However, if the Work Orders and the Completion Certificates submitted by the bidder are issued by MPA and completed successfully, then the bidder will be exempted from filling Annexure-F.
- d. Additional sheets may be used if necessary.
- e. Even though the Bidders meet the qualifying criteria as per ANNEXURE-B, they are subject to be disqualified with forfeiture of EMD/debarring MSME bidders, duly informing MSME authorities in case of MSME if they have :-
 - i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - ii. Record of poor performance such as abandoning the works/supplies, not properly completing the contract/order, inordinate delays in completion, litigation history or financial failures etc.

Sign and Seal of the bidder/Bidders Authorized Representative



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



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.	

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

Sub:- Electronic Payment System Mandate Form.

The details for processing the payment through RTGS/NEFT 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	MILIND DESSAI / 9823082682 milind.dessai@mptgoa.gov.in
Name of the Bank and Branch	STATE BANK OF INDIA, Harbour Branch
Bank Telephone No.	0832-2520212
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	cashmpt@mptgoa.gov.in
<p>(MILIND DESSAI)</p> <p>DY. CHIEF ACCOUNTS OFFICER</p>	



MORMUGAO PORT AUTHORITY
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT



MPA GST Details & Party's GST Details Form

I, Mr./Mrs. _____ (Proprietor/Partner/Director) of M/s _____

Sr No	Particular	Mormugao Port Authority	Data Required from the Party
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.	AAALM0293PST001	
20	VAT - TIN	30181201096	
21	CST - TIN	V/CST/1683	
22	IEC	1706000073	
23	Contact Details :		
	Name	Shri Anant Chodnekar	
	Designation	FA&CAO	
	Phone No.	0832-2521132	
	E-mail	facao@mptgoa.gov.in anant.chodnekar@mptgoa.gov.in	

_____ do certify that the information given above is complete and correct.

Place: _____
Date: _____

Signature
(Name: _____)