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#### MORMUGAO PORT AUTHORITY ENGINEERING MECHANICAL DEPARTMENT

Quotations are invited in a sealed cover from reputed firms duly super scribed as

## QUOTATION FOR "Annual Thorough Examination of lifting appliances/

#### equipments/ loose gears at Mormugao Port Authority"

#### Details about Quotation:

EXECUTIVE ENGINEER (M)/EQUIPMENTS SECTION, MORMUGAO PORT AUTHORITY					
Quotation no.: CME/XEN(EQUIP)/HMC-02/01/2024					
Annual Thorough Examination of lifting appliances/ equipments/ loose gears at Mormugao Port Authority					
Rs 34,000/- (Rupees Thirty four thousand only ) exclusive of					
GST.					
The work shall be completed within <b>Two Weeks</b> from the date of issue of Purchase Order.					
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					
100% payment shall be made within <b>30 days</b> after satisfactory completion of work on producing invoice complete in all respects. The contractor shall furnish their bank account number, PAN card, MICR number. Name of the Branch along with Bill for arranging payment made through E.C.S. by the Trust.					
<b>90 Days</b> from the date of opening of the quotation.					
30/09/2024 till 11:00 Hrs					
30/09/2024 at 11:30 Hrs					
<b>"Superintending Engineer (M)"</b> Engineering Mechanical Dept., Mormugao Port Trust, Mormugao, Goa – 403804.					
Phone: 0832-2594572, 9823893924 Email: xenm.equip@gmail.com					
www.mptgoa.gov.in					

#### **SECTION – I**

## 1.0 <u>GENERAL TERMS AND CONDITIONS OF CONTRACT</u>

## 1.1 COST OF THE QUOTATION DOCUMENT: - NIL -

## 1.2 TECHNICAL CRITERIA

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.

Any other person who is recognized under the relevant regulations in force in other countries as competent for issuing certificates for any kind of purposes mentioned in sub-clause (i) for implementation of the protection against accidents (dockers) convention (revised), 1932 (no. 32) and the convention concerning the occupational safety and health in dock work (no. 152), 1979, adopted by International Labour Conference.

## 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 lifting appliances/ equipments/ 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 Superintending Engineer (M), Office of The Chief Mechanical Engineer, 2<sup>nd</sup> floor, Main Administrative Bldg., Headland Sada - Goa and submitted before the due date and time.

1.5.2 The Bidder(s) shall be allowed to be present during the opening of the quotation, in-case he/she desires to. However, necessary COVID-19 related SOPs to be followed.

## 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 <u>COMPLETION PERIOD:</u>

The entire work shall be completed within **Two Weeks** from the date of issue of Purchase Order.

## 2.0 <u>PAYMENT TERMS:</u>

- 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 <u>EPF/ESI</u>**: 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 10<sup>th</sup> 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 <u>SECURITY & SAFETY REQUIREMENTS:</u>

- 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 **<u>own cost</u>** 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:

Not with standing 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 <u>PERSONAL PROTECTIVE EQUIPMENTS:</u>

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 Load testing 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 Equipment's), 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:

MPA's Safety Rules & Regulations for contractor's employees as given in the Annexure – II shall be complied strictly during the execution of various 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:

Superintending Engineer (M),

Office of the Chief Mechanical Engineer, 2<sup>nd</sup> floor, A. O. Bldg., Mormugao Port Authority, Headland Sada, Goa – 403804 Phone: 0832-2594572, 9823893924 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**

#### **TECHNICAL SPECIFICATION**

#### 1.0. GENERAL

Mormugao Port Authority invites the quotation for the work of "<u>Annual</u> <u>Thorough Examination of lifting appliances/ equipments/ loose gears</u> <u>at Mormugao Port Authority</u>".

#### 2.0. <u>SCOPE OF WORK</u>

- 2.1 All lifting appliances and loose gears shall be thoroughly examined by a Competent Person at least once in every 12 months. The particulars of these thorough examinations shall be entered in Part-I and Part-II of the Register as per the Regulations 41(2), 47(2), 51 and 52(1). As such the tenderer shall carry out this annual thorough examination in line with the above regulations.
- 2.2 After Annual thorough examination of lifting appliances/ equipment's, the competent person shall issue the certificate as per Dock Safety Regulation for periodic testing and endorsement on cargo/ chain register for annual thorough examination.

#### 3.0. TECHNICAL SPECIFICATIONS

3.1 The details of appliances/ equipments/ loose gears for Annual Thorough Examination are given as below:

Sr. No.	Description of work
	Italgru Harbour Mobile Crane (IHC 2120) Sr. No. C1529, SWL- 120 T
1	Loose gears of Harbour Mobile Crane (IHC 2120) comprising of motorised hook, rope weights (4 nos.), quick release links (4 nos.), oval rings (8 nos.)
2	Grab bucket 18 CBM (02 nos.) SWL- 32 T
3	Grab bucket 30 CBM (01 no) SWL- 45 T

#### 3.2 Completion Period:

The work shall be completed within **Two Weeks** from the date of issue of Purchase Order.

# 3.3 Bidder has to furnish a copy of the certificate issued by DGFASLI authorizing them for carrying out subject works.

#### 3.4 Definitions:

#### (i) "Competent person" means

(a) 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.

(**b**) Any other person who is recognized under the relevant regulations in force in other countries as competent for issuing certificates for any kind of purposes mentioned in sub-clause (i) for implementation of the protection against accidents (Dockers) convention (revised), 1932 (no. 32) and the convention concerning the occupational safety and health in dock work (no. 152), 1979, adopted by International Labour Conference.

- (ii) Lifting appliances: Means all stationery or mobile cargo handling appliances including their permanent attachments such as cranes, derricks, shore based power operated ramps used on shore or on board ship 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.
- (iii) 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.
- (iv) Safe working load: 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.

#### ANNEXURE – I

#### **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:

#### **ANNEXURE-II**

#### **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 lifting appliances/ equipments/ 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

## CHECKLIST

## QUOTATION No: CME/XEN(EQUIP)/HMC-02/01/2024

## SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH QUOTATION

DET	YES	NO		
	1.	Copy of valid Authorization 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		
TECHNICAL BID	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	б.	Section – III – Price Schedule (Bill of quantity-BOQ )		

#### **SECTION – III**

#### PRICE SCHEDULE

#### (BILL OF QUANTITIES – BOQ)

#### Quotation No.: CME/XEN(EQUIP)/HMC-02/01/2024

#### <u>Name of Work:</u> Annual Thorough Examination of lifting appliances/ equipments/ loose gears at Mormugao Port Authority

Sr. No.	Description of work	Unit	Qty.	Rate/ Unit (Rs.)	Amount (Rs.)
1	ATE of Italgru Harbour Mobile Crane (IHC 2120) Sr. No. C1529 SWL- 120 T ATE of Loose gears of HMC (IHC 2120) comprising of motorized hook, rope weights (4 nos.), quick release links (4 nos.), oval rings (8 nos.)	Lump sum	01		
2	Load testing of Grab bucket 30 CBM SWL – 45 T	Lump sum	01		
3	Annual thorough examination of Grab bucket 18 CBM SWL- 32 T	Lump sum	02		
				Total	

(In Words Rupees\_\_\_\_\_

\_\_\_\_\_only)

Date:

Place:

Signature:

Name:

Address:

#### Office Seal of firm:

**Note:** 1. The offered rates shall be exclusive of GST.

2. Evaluation will be done on Basic Price (Total of price in the Price Schedule (BOQ) and shall be considered lowest among all Bidders.