

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

Tender no. CME/XEN(E-HR)/EWS/2019/01



**AN ISO 9001-2015 PORT
ISPS CODE Compliant**

TENDER

FOR “Annual Rate Contract (ARC) for re-winding of LT motors and alternators.”.

Due at **15.00 Hrs** on **26/08/2019**

Website: www.mptgoa.gov.in

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

TENDER NO: CME/XEN(E-HR)/EWS/2019/01

Tender for “Annual Rate Contract (ARC) for re-winding of LT motors and alternators”

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MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING TENDER (NIT)

Tenders are invited in two cover system from firms duly super-scribed as

TENDER FOR “Annual Rate Contract (ARC) for re-winding of LT motors and alternators”.

Details about Tender:

Tender invited by	CHIEF MECHANICAL ENGINEER / MORMUGAO PORT TRUST
Tender No.	CME/XEN(E-HR)/EWS/2019/01
Name of Work	<u>“Annual Rate Contract (ARC) for re-winding of LT motors and alternators”.</u>
Tender Document Cost	Rs.500/- in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco da Gama, Goa to be submitted along with the tender, otherwise the offer <i>shall not be considered.</i> (Tender Document Cost is <i>not refundable</i>)
Earnest Money Deposit	Rs.9,680/- in the form of DD only from Nationalized Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco da Gama, Goa to be submitted along with the tender, otherwise the offer shall not be considered.
Security Deposit	10 % of the contract value. Two parts: (i) 5% of contract value – to be furnished in the form of DD only from the nationalized bank in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco da Gama, Goa within 30 days of placement of order/LOA whichever is earlier. (ii) 5% retention money deducted from the running A/c bills.
Completion Period	As per clause no. 2.5 page no. 17 Technical specification (section II)
Liquidated Damages	For delay in supply/work, Liquidated Damages, equivalent to 0.5% of the total contract value/per week or part thereof subject to maximum 5% are liable to be deducted from any monies due or become due to the Contractor
Payment terms	100% payment shall be made within 30 days after satisfactory completion and commissioning of work and on furnishing undisputed invoice complete in all respects. The contractor shall furnish their GST code, EPF, ESI, Wage register, Attendance register, PAN card, bank account number, MICR number Name of the Branch along with Bill for arranging payment made through E.C.S. by the Port.
Bid Validity	120 Days from the date of opening of the tender.
Guarantee Period	The Guarantee period shall be 12 months from the date of handing over of motor/alternator/field after completion of all works.
Qualifying Criteria	<u>MINIMUM ELIGIBILITY CRITERIA (MEC)</u> i) The Average Annual Financial Turnover during the last Three (3) years ending 31 st March 2018-2019 should be at least INR Rs. 1.46 lakhs ” Auditors report in original certified by CA, for the years 2016-2017, 2017-2018 and 2018-2019 including relevant P/L a/c and balance sheet to be submitted. ii) Relaxation of the Average Annual Financial Turnover to SSI/MSME registered with NSIC to Rs“(0.73 lakhs” subject to meeting of quality and technical specifications. ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in

	<p>which tenders invited should be either of the following:-</p> <p>a) One similar completed work of contract value not less than Rs. 3.88 lakhs</p> <p>(or)</p> <p>b) Two similar completed works of contract value not less than Rs. 2.42 lakhs</p> <p>(or)</p> <p>c) Three similar completed works of contract value not less than Rs. 1.94 lakhs each</p> <p>‘SIMILAR’ Works – means “REWINDING OF MOTORS AND ALTERNATORS”</p> <p>The above work shall be carried out in any State/Central Govt. / PSU’s and reputed organizations.</p> <p>PI Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2016-2017, 2017-2018 and 2018-2019 (original copy certified by CA with P/L a/c and balance sheet), work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p>
Date of submission of bids	26/08/2019 till 15:00 Hrs.
Date of Opening of bids	26/08/2019 at 15:30 Hrs
Address for communication and submission of bid:	Executive Engineer, Second Floor, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	Phone : 0832-2594577, 2594579, 2594216 Email : sunil.damodaran@mpt.gov.in
Website	www.mptgoa.gov.in

CHIEF MECHANICAL ENGINEER

SECTION – I
INSTRUCTION TO TENDERERS (ITT)

- 1.1 Tenders are invited on behalf of Mormugao Port Trust (MPT) from reputed firms fulfilling the Minimum Eligibility Criteria (MEC) as detailed at clause 1.5.1 of the tender document for the work of **“Annual Rate Contract (ARC) for re-winding of LT motors and alternators”**
- 1.2 Bidder is required to submit their tender offer in the form of two cover system on or before due date (Refer NIT).The time of opening of technical bid is as indicated at NIT.
- 1.3 The Notice Inviting Tenders (NIT) issued by MPT forms part of the Tendering Documents.
- 1.4 The Bidder shall make his all-out efforts to ensure the correctness of Documents available on the Website. MPT is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained by the Bidder.
- 1.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.

1.5.1. MINIMUM ELIGIBILITY CRITERIA (MEC)

- i) i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2018-2019 should be at least **INR Rs. 1.46 lakhs** Auditors report in original certified by CA, for the years 2016-2017, 2017-2018 and 2018-2019 and including relevant P/L a/c and balance sheet to be submitted.

Relaxation of the **Average Annual Financial Turnover** to SSI/MSME registered with NSIC to **Rs. 0.73 lakhs** subject to meeting of quality and technical specifications.

- ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-

- a) **One** similar completed work of contract value not less than **Rs. 3.88 lakhs** (or)
- b) **Two** similar completed works of contract value not less than **Rs. 2.42 lakhs each** (or)
- c) **Three** similar completed works of contract value not less than **Rs. 1.94 lakhs each**

'SIMILAR' Works – means "REWINDING OF MOTORS AND ALTERNATORS"

The above work shall be carried out in any State/Central Govt./PSU's and reputed organizations.

PI Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2016-2017, 2017-2018 and 2018-2019 (original copy certified by CA with P/L a/c and balance sheet), work order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.

1.6 LAST DATE FOR SUBMISSION OF TENDER

The final date of submission is as indicated at the NIT.

MPT may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be summarily rejected.

1.7. BIDDER TO INFORM HIMSELF FULLY

- a. The Bidder is expected to examine carefully the contents of the tender document like Instructions to the Bidders, General Conditions, Special Conditions, Scope of work, Technical Specification etc. Failure to comply with the requirements of the tender will be at the Bidder's own risk. It would be deemed prior to the submission of the tender that the Bidder has made a complete and careful examination of requirements and other information set out in the tender document.
- b. The Bidder is advised to get acquainted himself with the job involved, like availability of labour, means of transport, communication facilities, laws and bye laws in force from Government of Goa and Govt. of India and any other Statutory bodies as well as MPT regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with MPT.

- c. Bidder shall bear all costs associated with the preparation and submission of his tender and MPT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

1.8. EARNEST MONEY DEPOSIT (EMD)

- 1.8.1. The Bidder shall furnish an EMD of Rs. 9,680, without EMD the tender shall be treated invalid. The **E.M.D. shall be paid in the form of DD only from Nationalized Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco Da Gama, Goa to be submitted along with the tender, otherwise the offer shall not be considered**
- 1.8.2. EMD exemption is provided to SSI/MSME registered with NSIC. To claim EMD exemption, the tenderers are required to produce an attested copy of the NSIC registration Certificate issued in the name of the firm who will submit the tender document. The exemption from the payment of EMD will be allowed only if similar work of the tender match with the enlistment statement shown in the Certificate issued by SSI/MSME registered with NSIC. No claims for exemption without the details stipulated above will be considered. The Certificate shall be submitted in electronic format (by scanning) while uploading the bid by SSI/MSME registered with NSIC.
- 1.8.3. In the event of Bidder withdrawing his tender before the expiry of **tender validity period of 120 days** from the date of opening of technical bid, the tender submitted by the Bidder shall be cancelled and EMD shall be forfeited.
- 1.8.4. The Earnest Money Deposit of unsuccessful Bidders shall be returned on award of Contract to the successful Bidder. No interest shall be payable on the amount of E.M.D 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.
- 1.8.5. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security Deposit towards performance within 30 days and enter into a Contract within 45 days from the date of receipt of Letter of Acceptance (LOA).

1.8.6 In addition to above, the EMD shall be forfeited by the Port in the following events;

- (i) If the Bid is varied or modified in a manner not acceptable to Port after opening of Tender during the validity period or any extension thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) In case the Bidder, submits false certificate in terms of any documents supported to the Tender.
- (iv) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage including the execution of the contract.

1.9. MPT'S RIGHT TO ANNUL THE BIDDING PROCESS

- a. Notwithstanding anything contained in this tender document, MPT reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.
- b. MPT reserves the right to invite revised Techno-commercial bids with or without amendment of the tender document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. MPT reserves the right to reject any Tender if at any time, a material misrepresentation is made or uncovered OR the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the tender.

1.10. TENDER VALIDITY

The tender shall remain valid for acceptance for a period of **120 days** from the date fixed for opening of Technical Bid. MPT reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/E-mail. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender. In the event of the Bidder is agreeing to the extension, the Bidder shall correspondingly extend the validity of the tender suitably against this Tender. In case Bidders do not agree to extend the validity of their offer beyond the validity period, EMD of such Bidders shall be refunded after award of the contract.

1.11. **AUTHORITY IN SIGNING TENDER DOCUMENTS**

- The tender document and Price Bid shall be submitted who signed by the person or persons duly authorized to sign on behalf of the Bidders.
- At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in the document as per declaration form as per **Appendix- V**.
- The tender, if submitted on behalf of principals or a Partnership Firm should be submitted by a person holding a valid “Power of Attorney” from other partners or all the partners constituting the firm or the Principals as the case may be.
- In case of a Company, the tender should be submitted by a person holding a valid Power of Attorney executed in his favor in accordance with the constitution of the Company.

1.12. **AMENDMENTS**

- a. At any time, prior to the last date for submission of tenders, MPT reserves the right to amend and modify the tender document. The amendments so carried out shall be uploaded on the website and also forwarded to the Bidders who had participated in the pre-bid meeting.
- b. The amendment so carried out shall form part of the tender and shall be binding upon the Bidders. MPT may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments.

1.13. **TEST OF RESPONSIVENESS**

The tender document issued by the Port, duly filling in all the blank spaces and duly signed on all pages with the official stamp shall be enclosed in the first cover which shall be sealed and superscribed “**ANNUAL RATE CONTRACT (ARC) FOR RE-WINDING OF LT MOTORS AND ALTERNATORS – COVER-I**”, and bear on the bottom left corner, the name and full address of the Bidder with his official stamp. The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover No.1.

- (i) Prior to evaluation of Tender, the Authority shall determine whether each Tender is responsive to the requirements of the tender. A tender shall be considered responsive only if:

- a. It is received by the Tender Due date including any extension thereof;
 - b. Tender cost of Rs 500/- and Earnest Money Deposit of Rs. 9,680/- has been paid as mentioned in Notice Inviting Tender (NIT) of this tender.
 - c. The Auditor's report for the last three years endorsed by Chartered Accountant shall be submitted in electronic format in original for the year 2016-2017, 2017-2018 and 2018-2019 as per Appendix, along with relevant profit and loss statements and balance sheets.
 - d. Copies of work order for similar works, successful completion certificate with performance and value of work done submitted.
 - e. The Power of Attorney, as per Appendix, to be furnished.
 - f. Entire tender document, each page and forms should be duly filled in, signed and sealed.
 - g. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per Appendix.
 - h. The Certificate for exemption of EMD shall be submitted by SSI/MSME registered with NSIC.
- ii) The bidder shall submit copy of valid GST Registration Certificate, PAN, EPF registration and ESI registration number.
 - iii) The Bidder should not be blacklisted by any Government or Non-Government Organization as per Appendix.

The Tender fee and EMD shall be furnished as indicated in the tender. Upon confirmation of receipt of the same the Techno-commercial bid (Cover-I) shall be opened on the date indicated at the NIT. The Price-bid of only those Bidders shall be opened whose Tender is found to be responsive. The date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid (cover I).

The Schedule of Prices (**Price Bid**) duly filled in with the rates shall be enclosed in the second cover (Cover 2) which shall also be similarly sealed and superscribed **"ANNUAL RATE CONTRACT (ARC) FOR RE-WINDING OF LT MOTORS AND**

ALTERNATORS – COVER-II and bear on the bottom left corner the name and address of the Bidder with his official stamp.

The Bidder should ensure that the Schedule of Prices (Price Bid) is not enclosed in Cover No.1. Any indication of 'Quoted price' in the technical bid documents shall lead to outright rejection of the bid.

The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.

1.14. ERRORS IN THE TENDER DOCUMENT

- a. Provided that a Tender is substantially responsive, the Port may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- b. Provided that a Tender is substantially responsive, the Port may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non material non conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Bidder to comply with the request may result in the rejection of the Tender.

1.15. OTHER EXPENSES

All costs charges and expenses including any duty in connection with the Contract as well as preparations and completions of Agreement by MPT's attorneys shall be borne and payable by the Bidder. Bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes & duties, to be paid to Govt. of India, Govt. of Goa or any statutory bodies shall be paid by the Contractor for stamp duty.

1.16. CONTRACT WORKS AND CONTRACT PRICE

- a. The work to be carried out (herein after referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, etc. annexed hereto.
- b. Except where otherwise expressly provided, the Contractor shall provide all materials, labour and Plant and things necessary in connection with the Contract work although everything may not be fully specified and although there may be errors and omissions in the specifications.

1.17 SCHEDULE OF PRICE

- The Schedule of price/BOQ shall be read in conjunction with all other sections of bidding document.
 - The price offered should be firm and inclusive of all taxes & duties except Custom Duty, GST which will be extra as applicable. However, any new tax imposed by State/Central Govt. will be reimbursed on producing documentary proof.
- d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Specifications, General Conditions of Contract and Special Condition of Contract.
- e. The Price shall include all expenditure incurred towards mobilization and demobilization.
- f. Price shall be quoted in Indian Rupees only.

1.18 LANGUAGE OF TENDER

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and MPT shall be written in the English language.

1.19 TENDER OPENING, SCRUTINY AND EVALUATION OF TECHNICAL BID

A Tender that is substantially responsive is that which conforms to the preceding requirements without material deviation or reservation .A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder, or (2)which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

Since the tender involves selection based on Minimum eligibility criteria, test of responsiveness and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found responsive and BOQ of such tenders only will be opened and EMD will be returned to the unresponsive Bidders.

The date and time will be intimated to Bidders whose offers are found suitable and BOQ of such Bidders will be opened.

After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.

To assess the scrutiny, evaluation and comparison of tenders, the Port Trust may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

1.20 OPENING OF PRICE BID (BOQ)

The date of opening of the Price Bid will be intimated to the bidder who will qualify for technical cover. Price should be quoted as per BOQ.

1.21 EVALUATION OF PRICE BID

- a. The price quoted by the bidder shall be kept firm during the contract period. All taxes, duties and insurance shall be included in the quoted price, except the GST which shall be paid extra as applicable.
- b. MPT will evaluate and compare only those bids, which are substantially responsive.
- c. The price quoted by the Bidder shall be considered for the purpose of evaluation and comparison.
- d. In arriving at the final evaluated prices of the Tenders, any uncalled for lumpsum /percentage/or ad hoc reduction, if any, offered by the Bidders, in the Schedule of Price shall be considered for the purpose of evaluation. However, if such reduction/rebate is from the recommended Bidder, then such rebate shall be taken into account while awarding the work.
- e. In arriving at the final evaluated prices of the bidders, evaluation of offer will be based on the lowest price quoted.

1.22 MPT'S RIGHT TO ACCEPT OR REJECT A BID

MPT reserves the right to accept a Bid other than the lowest and to accept or reject

any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by MPT shall bear no liability whatsoever consequent upon such decisions.

1.23 AWARD OF CONTRACT

The Bidder, whose Bid is accepted by MPT shall be issued Letter of Acceptance (LOA) prior to expiry of Bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA. MPT shall not be obliged to furnish any information/clarification/ explanation to the Contractors as regards non-acceptance of their Bid.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION – II

TECHNICAL SPECIFICATIONS

1. GENERAL

The details/specifications of items to be offloaded on Annual Rate Contract for Rewinding of LT motors/ Alternators based on assessment for a period of 2 years w. e. f. 01/10/2019 to 30/09/2021 are included in Annexure I.

2. SCOPE OF WORK

2.1 Shifting defective motor/alternators/equipment from MPT site

Contractor shall collect the defective L.T. motors and alternators from the site and shift the same to his workshop with his own transport without incurring any additional expenditure to the Port, whatsoever. He will then assess the work to be carried out along with the representative of the Port Engineer.

2.2 Repairs to equipment's.

- i. Dismantle the Motor/Alternator after removal of coupling and assess the work to be carried out jointly during a joint inspection with Port Engineer.
- ii. Recondition / replace the defective / broken rotor bars. Rewind the motor / stator / rotor with suitable copper wire and reinsulate with proper class of insulation as required.
- iii. Bake the rewound stator / rotor with a suitable curing period.
- iv. Contractor shall clean and replace bearing if required. New bearing will be supplied by Port on receipt of old / unserviceable ones.
- v. Re-assemble the motor and carryout following test as found applicable.
 - a. Voltage ratio or open circuit test.
 - b. No load test
 - c. Insulation test.
- vi. Value of the above tests to be submitted while delivering the repaired / rewound motors.
- vii. The motor body to be scraped and painted with one coat red oxide primer and one coat of grey enamel paint.

- viii. Contractor is also required to supply and install spare parts eg, Stud, bolts, terminal block and cover checking / replacement of bearings, improving IR values, etc. and other miscellaneous items as may be required and same will be included in the rates quoted for the job.
- ix. The stator / rotor / field / armature shall be rewound with suitable / swg copper wire as the case may be with standard insulation. The rewound stator / rotor etc. shall be baked in the oven after applying varnish etc. as required followed by curing period/time.

2.3 Returning repaired equipment to MPT site.

- i. Assemble the motor/alternator; fix the coupling and carryout the tests as found applicable for the job in the presence of Port Engineers representative for which 2 days advance intimation shall be sent by the successful tenderer to make necessary arrangement at our end. Test reports as necessary to be submitted along with repaired equipment's.

2.4 Other Conditions:

- i. Tenderer shall inspect /assess the amount of work involved and then quote accordingly.
- ii. Old /scrap copper wire will be the property of the contractor.
- iii. The scope of work may be split up and awarded to the lowest offer received from the bidder as the case may be at the sole discretion of the Port Engineer.
- iv. A detailed list of various types of LT (AC/DC) motors, generators etc. is indicated in the Annexure I. The tenderer is generally required to indicate unit prices for items in schedule which he is intending to execute successfully and in time.
- v. The list is only indicative and does not guarantee that all these items will come for rewinding during the currency of the contract. The items from the list will be offloaded as and when the work arises by formal regularizing order on the respective tenderer.
- vi. The tenderer is also required to quote separately unit rate for replacement of commutator for armature of respective DC motor. The item will be operated only if it is required.

- vii. The prospective tenderer should examine the scope of work involved and fully appraise the same and ensure prompt and satisfactory work.
- viii. No deviations/alterations are allowed in respect of delivery schedule indicated by us. In the case of exigency, the tenderer will be required to complete work in short period. However, in normal cases completing the work ahead of schedule will be appreciated.
- ix. Please note that the rates accepted by the Port for various works will be effective for a contract period of two years from the date of receipt of acceptance order. However the **contract may be renewed for further desired period by the Port at the same rates and terms and conditions.**
- x. The successful tenderer will be informed the acceptance of quoted rates which shall be valid for a period of two years w.e.f 01/10/2019 to 30/09/2021. The actual work to be done will be intimated by regularising order as and when the work arises during the currency of the contract period.
- xi. The motors are to be collected from concerned section i.e. Electrical Sub-station „A“/MOHP/Electrical Section, Baina / MRH etc. and to be delivered at the same place after rewinding works, successful testing and in operational condition.
- xii. The tenderer has to maintain a close liaison with the concerned Port Site Engineer at Site Electrical workshop and ensure that the work is attended as per site requirements and in accordance with relevant statutory and safety regulations.

2.5 Mobilisation and Completion Period:

The successful tenderer shall mobilise the work within 15 days on placement of the order/LOA. The Contractor should then take up immediately the repairs/rewinding of the LT motors/alternator as the work arises during the currency of contract period which shall be regularised by P.O. The contractor shall ensure that motor etc. above 20KW are delivered after due repairs within 30 days or earlier as the case may be as per the site requirements from the date of collection of the motor under a breakdown from site. In case of motor etc. below 20 KW capacity, they are to be delivered within 15 days or earlier as the case may be as per the site requirements. However, during emergency cases, the contractor shall arrange to deliver the repaired / rewind motor etc. above 20 KW within a period of 1 week and below 20 KW motors within a period of 4 days as a special case.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITION AND INTERPRETATIONS

In the Contract, as here in after defined, the following words and expressions shall have the meanings here by assigned to them except where the context otherwise requires:

- a. "MPT" or "Port" or "Port Trust", means the "Board of Trustees of MORMUGAO PORT TRUST" or their successors and assigns, acting through its Chairman or any other officer so nominated by the Board.
- b. "Engineer" means the Chief Mechanical Engineer (CME) of the Mormugao Port Trust or the officer authorized by him to act for and on his behalf.
- c. Engineer-in-Charge: Officer appointed by Engineer to be in charge of the execution of work.
- d. "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Port and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- e. "Sub-Contractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Port.
- f. "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Special Conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments/clarifications there to, Letter of Acceptance (LOA) and the Contract Agreement entered into between MPT and the Contractor.
- g. "Contract Documents" means the documents listed in the Contract Agreement,

including any amendments there to.

- h. "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- i. "Specification" means the specification referred to in the Tender document and any modification thereof or addition there to as may from time to time be furnished or approved in writing by the Port.
- j. "Site" means the land and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Board for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the site.
- k. "Works" means the works to be executed in line with the Contract.
- l. "Approved/Approval" means the approval in writing.
- m. "Engineer-In-Charge" means any Officer authorized by Chief Mechanical Engineer for the work.
- n. "Tests on completion" shall mean such tests as are prescribed by the applicable Design Standards (latest editions), codes and described in the tender document, to be made by the Contractor before the equipment/items are supplied, delivered and taken over by the Port.
- o. "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- p. "Defect Liability Period" has the meaning assigned in the clause No.3.21 of the tender document.
- q. "Month" means calendar month.
- r. "Day" means calendar day.

- s. "Letter of Acceptance (LOA)" means the formal acceptance, made by or on behalf of the Port, of the tender including any adjustments or variation to the tender agreed between the Port and the Contractor.
- t. "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- u. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligation of the Contractor under the contract.

3.2 SINGULAR AND PLURAL

Words implying the singular only also include the plural and vice versa where the context required.

3.3 HEADINGS OR NOTES

The headings in these conditions of Contract and instructions to tenders shall not be taken to be part thereof, or be taken into consideration in the interpretation, or construction thereof, or of the Contract.

3.4 ENGINEER-IN-CHARGE AND HIS REPRESENTATIVE

- a. The Engineer-In-charge shall carry out such duties in issuing decisions, certificates and orders as specified in the Contract.
- b. The Engineer may from time to time, in writing delegate to his Representative any of the powers, discretion, function and/or authorities vested in him and he may at any time revoke any such delegation. Any written decision, instruction or approval given by the Engineer to the Contractor in accordance with such delegation shall bind the Contractor provided always that:
 - i. Any failure of the Engineer to disapprove any Plant workmanship shall not prejudice the power of the Engineer there after such Plant or workmanship and to order the rectification thereof in accordance with these conditions;
 - ii. If the Contractor shall be dissatisfied by reason of any decision of the Engineer he shall be entitled to refer them attar to the officer above the rank who will there upon

confirm, reverse or vary such decision, and the same shall be final and not abatable.

- iii. Wherever by these conditions the Engineer is required to exercise his discretion, by giving a decision, opinion, consent or to express satisfaction or approval, or to determine value or otherwise take action which may affect the rights and obligations of the Contractor, the Engineer shall exercise such discretion fairly within the terms of the Contract and having regard to all the circumstances. If either party disagrees with the action taken by the Engineer he shall be at liberty to refer the matter to Appellate Authority with these conditions, and the same shall be final and not abatable.

3.5 OBLIGATIONS OF THE CONTRACTOR

- a. The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall be fully responsible to MPT for proper, efficient and effective discharge of their duties.
- b. If the Port shall consider himself entitled to any claim under the Performance Guarantee he shall forth with so inform the Contractor specifying the default of the Contractor upon which here lies. If the Contractor fails to remedy such default within 30 days after the receipt of such notice the Port shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- c. The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract.

3.6 ASSIGNMENT AND SUBLETTING

- a. The Contractor may submit the details of subletting. However the final decision will be made by MPT authority.
- b. He shall neither assign his right and interest in this present tender nor assume afresh partner or partners, or dissolve the partnership existing between him in reference to

this Contract without the written permission of MPT.

- c. In the event of any activity being sub-contracted, the total liability and responsibility for meeting obligations and performance under Contract Agreement shall rest with the Contractor. In the event of the Contractor contravening this condition, the Port shall be entitled to terminate the Contract forth with and award a fresh Contract to some other party at risk and cost of the Contractor who shall be liable for any loss or damage which the Port may sustain in consequence arising out of such replacement of the Contractor. In such case the Performance Guarantee shall be forfeited.
- d. Such consent, if any, shall not relieve the Contractor from any liability or obligations under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor or his servants, agents or workmen fully if they were the acts, defaults or neglects of the Contractor provided always that the provisions of labour or a piecework basis shall not be deemed to be sub-letting under this clause.

3.7 GENERAL OBLIGATION OF THE PORT

In execution of the Works no person other than the Contractor, sub-Contractors and his and their employees shall be allowed on the site except by the written permission of the Engineer In Charge or his authorised representative, but the Engineer in charge, his authorised representative, other authorities and officials of MPT shall be afforded to inspect all facilities arranged by the Contractor at site.

3.8 FRAUD AND CORRUPTION

The Port as well as Bidder, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of AMC contracts. In pursuit of this policy, MPT:

- a) Defines, for the purpose of this provision the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- b) "Collusive practice" means a scheme or arrangement between two or more Bidders designed to establish Tender prices at artificial noncompetitive levels and;

- c) "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- d) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- e) Will have the right to enquire that Contractor to permit the Port to inspect their account and records and other documents relating to the Tender submission and contract performance.

3.9 COMPLETION PERIOD OF WORK

As per clause no. 2.5 page no. 17 of Section II (Technical specification)

3.10 RATES AND AMOUNTS INCLUDE ALL CHARGES

The rates and amounts submitted by the Bidder shall include all payments on account of taxes, levies, duties, royalties, etc., payable to the State of Goa or Government of India or any other authority or Body Corporate and all other incidental charges that the Bidder may have to bear for the execution of the Works. The Bidders shall make their own arrangements to ascertain the applicable rates in respect of Central Excise Duty from the concerned Govt. Authorities. However, GST will be extra as applicable.

3.11 ADDITIONS AND ALTERNATIONS

- a. MPT may give instructions and directions as may appear (necessary and proper) for the guidance of the Contractor and good and efficient execution of the Works under this contract without altering major conditions and scope of work of the Contract.
- b. The Contractor shall receive, obey and be bound by the same according to the true intent and meaning thereof.

3.12 EXECUTION

The Contractor shall in consideration of payments to be made to him as herein after provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.

Bidders should obtain temporary pass from MPT Traffic Manager at Main Admin

Building, third floor, Mormugao Port Trust, Headland Sada, Vasco 403802 to gain entry in to the Trust's premises if necessary.

3.13 SECURITY DEPOSIT

- (i) The contractor shall within 30 days from the date of LOA, shall furnish a DD from Nationalized Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa, This Security Deposit will be converted to Performance Guarantee upon completion of the work.
- (ii) Security deposit shall consist of two parts:
 - a) The DD equivalent to 5% of the contract value rounded off to nearest 100 rupees, shall be submitted within 30 days of issue of Letter of Acceptance
 - b) The balance 5% shall be recovered as Retention Money from the running bills. Thereafter, the total of 10 % shall be returned i.e. DD 5% will be refunded after successful completion of contract period and balance 5 % Retention money will be refunded after completion of one year of guarantee period from the date of handing over and successful testing of motor.
- (iii) On receipt of full deposit as arrived above in any manner aforesaid the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of the contract. The successful Tenderer shall when his tender is accepted, furnish Security Deposit. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.
- (iv) Forfeiture of SD: The security deposit will be forfeited, if the contractor fails to fulfill any or all the conditions of this contract, without any interference from it towards all rights of the Board to recover from the contractor any other amounts falling due to the Board through non-observance/compliance by the contract conditions and any of the clause thereof by the contractor.

3.14 SIGNING OF AGREEMENT

- (i) The Contractor shall execute an Agreement with the Trust within 45days from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 45 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed further to participate in

the Trust's tenders.

- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 4 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be purchased from the Local authorized vendor in Goa for the purpose of contract agreement.
- (iii) The place of stamping and signing of Agreement shall be at MPT only.
- (iv) Further, if the Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the Contractor shall form a binding Contract between the Trust and the Contractor.

3.15 PERFORMANCE GUARANTEE

- i.) The aforesaid Security Deposit (Clause 3.13) will be converted to Performance Guarantee upon completion of the work. The validity of such Guarantee issued, towards performance of the Contract, shall be for a period of one year from the date of receipt of motor/alternator/field, with a claim period of 6 months thereafter.

3.16 EXTRA WORK (VARIATION)

Any extra expenses incurred in connection to the Works by MPT in the performance of the Works owing to the neglect or omission on the part of the Contractor, in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as MPT may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as MPT may determine.

3.17 CONTRACT DOCUMENT MUTUALLY EXPLANATORY

- a. The several documents forming the Contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.
- b. In case of any discrepancies or inconsistencies however appear, or should any

misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the material or proper execution of the Works or as to the measurement or quality and valuation of the Works executed under this Contract or as extra there upon, the same shall be explained by the Engineer-in-charge or his authorised representative.

- c. The explanation of Engineer-in-charge or his authorized representative shall be final and binding upon the Contractor and the Contractor shall execute the Works according to such explanations, and without extra charge or deductions to/from the Prices specified in the bill of quantities and do all such Works and things as may be necessary for the proper completion of the work as implied by the specification even though such work and things are not specifically shown and described therein.

3.18 LABOUR

- a. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the repairs, Testing of the motors/alternators within the completion period as stipulated in the tender.
- b. In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- c. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among this employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- d. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act,1976, Factories Act, Minimum Wages Act, IE Act 1956, etc.

- e. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, MPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPT shall be entitled to deduct the same from any monies due or that they become due to the Contractor under this Contract or any other Contractor otherwise recover from the Contractor any sums which MPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- f. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act.
- g. The Contractor or his sub-Contractor shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of sub section (2) of section 69 of the Factories Act.1948.
- h. The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- i. If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief labour Commissioner's interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.
- j. The Contractor shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Contractor to his labourers. The Contractor shall also submit periodical returns of labour employed by him and wages paid, to the Port's representatives.
- k. The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPT shall provide the same and

recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with the more under their control.

3.19 FAIR WAGES

- a) The Contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Labour Department of the State payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons shall be as applicable.
- b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the sub-Contractor in connection with the said work, as if the labourer had been immediately employed by him.

c) Wages book and wage slips:

The Contractor shall maintain a wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-

- i) Rate of daily or monthly wages,
 - ii) Nature of work on which employed,
 - iii) Total No. of days worked during each wage period.
 - iv) Total amount payable for the work during each wage period.
 - v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made. Wages actually paid for each wages period.
 - vi) A wage slip for each worker employed on work provided that the Port may grant exemption from the maintenance of the wage slip, if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books.
- e) Preservation of books and slips:

The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

f) Inspection of books and slips:

The Contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received from the Engineer or any other person authorized by him on his behalf.

g) Powers of the Engineer to make investigation/enquiries:

The Engineer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the Contractor or subcontractor in regard to such provision. The Port shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deduction that may be permissible under any law for the time being in force.

3.20 PLANT AND EQUIPMENT

The Contractor shall at his own costs and expenses provide all labour, Plant, haulage, transportation of Plant and equipment to be used for executing the Contract, all materials, stores, etc., required for efficiently carrying out and completing the work to the satisfaction of MPT.

3.21 DEFECT LIABILITY PERIOD

In this condition the expression 'Defect Liability Period' shall mean a Guarantee period calculated from the date certified at the time of acceptance. Defect Liability Period shall be extendable to the extent of idling of Equipment/ Facility (non-commercial use) due to non-rectification of defects during the original or extended defect liability period; Reasonable period of response may be decided on case to case basis and indicated by the Port after considering the nature and type of defect, its remedial process and scope of contract.

3.22 TIME OF ACCEPTANCE

The delivery of the motor/alternator at site shall be deemed to have been accepted by the Port when the same shall have been installed, tested & commissioned and the Engineer shall have issued the completion certificate.

3.23 INCOME TAX DEDUCTION & GST TDS

Income tax, if any, as per the relevant provision of the Income Tax Acts shall be deducted at source from any payment payable to the Contractor. GST TDS will be deducted at the rate of 2% of value of supply of goods or services GST TDS provision will apply for supply of goods and services under a contract value exceeding Rs 2,50,000/-. The vendor is eligible for credit of GST TDS

3.24 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS

Any claim for interest will not be entertained by MPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of MPT in making payment.

3.25 PAYMENT OF CONTRACTOR BILLS THROUGH ECS

The Bidder should submit the consent in a mandate form for receipt of payment through ECS and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c number, bank and branch code as appearing on MICR, cheque and IFSC code no issued by bank.

Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

Failure on the part of the bidder to communicate changes in bank account nos. (for reasons which may include change in the constitution of a party due to amalgamations/ mergers/ take-over) or delay in receipt of communications or non-updating of bank account nos. may result in payments being made to an unrelated account for which MPT will not be responsible.

3.26 PERFORMANCE GUARANTEE TOWARDS PERFORMANCE OF CONTRACT

- (i) Within 30 days of the receipt of the notification of the award of Contract from the Port, the successful Bidder shall furnish to the Port, a Security Deposit which will be converted to Performance Guarantee, as laid down at clause 3.15 above.

The validity of such Guarantee issued, towards performance of the Contract, shall be up to a one year period from the date of successful commissioning and testing of the

motor/alternator/field as per clause 3.26.i of the tender, with a claim period of 6 months thereafter.

- (ii) Failure of the successful Bidder to submit the required Performance Guarantee shall constitute sufficient grounds for termination of the Contract.

3.27 INSURANCE

- (i) **INSURANCE DURING INSTALLATION AT SITE:** The Contractor shall so far as reasonably practicable insure against the Contractor's liability in respect of any loss or damage occurring whilst the Contractor is at Port's site for the purpose of making good a defect or carrying out the tests on completion during the installation & commissioning of the equipment at Port's site or for the purpose of completing any outstanding work and against any loss or damage arising during the defects liability period from a cause occurring prior to the taking over of the installation by MPT. For all practical purpose such insurance, during Defect Liability Period, shall be from an Indian Insurance Company. The value of such insurance shall be at least equal to 110% of contract price.

- (ii) **INSURANCE AGAINST THIRD PARTY LIABILITY AT SITE:**
 - a. Before commencing the execution of work, the Contractor shall insure covering Third Party Liability (TPL) against any damage or loss or injury which may occur to the equipment being shifted/ installed or to any property or to any person (including property and employees of the Port) by or arising out of the execution of the Works or temporary Works in carrying out of the Contract. The value of TPL policy shall be Minimum against occurrence of each incidence. The Contractor shall revalidate the insurance coverage after each incidence and keep the insurance coverage till certification.
 - b. Such insurance shall be effected with an Indian Insurance Company and in terms approved by the Port Trust & Bidder shall submit the copy of policy of insurance to Engineer-In-Charge before arrival of equipment at site and shall be valid till Final Acceptance Certificate.

3.28 WORKMEN'S COMPENSATION

The Contractor shall indemnify MPT in the event of the Trustees being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and

shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

3.29 MPT's LIEN

MPT shall have lien on overall or any money that may be come due and payable to the Contractor under this Contract or any other Contract or from any amount lying with the more under their control and in respect of any debt or sum that may become due and payable by the MPT to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between MPT and the Contractor.

3.30 SETTLEMENT OF DISPUTES

- (i) If any dispute of difference of any settlement of kind whatsoever shall arise between the Chief Mechanical Engineer and the Contractor in connection with or arising out of the contract or the carrying out of the works (whether during the progress of the works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to be settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor shall give written notice of his decision to the contractor, if the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision then any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer.
- (ii) If the contractor, after receiving notice of the decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.
- (iii) The Chairman shall, within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the

contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as herein after provided. If the Chairman has given the written notice of his final decision to the contractor, and no claim to the arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to the arbitration has been communicated to the Chairman or the Chief Mechanical Engineer by the contractor within a period of 30 days thereafter, then the decision given by the Chief mechanical Engineer shall remain final and binding upon the contractor as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given, effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.

- (iv) All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of Mechanical Engineer serving or retired of Central Government agencies, including Defence Service and or a member of Indian Council of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions of the Government of India Arbitration Act, 1940 (Act No. 10 of 1940) or any reenactment of statutory modification thereof for the time being in force. The sole arbitrator shall have full power to open up, review, and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman neither party, shall be limited in the proceedings before the Arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman or the purpose of obtaining his decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions shall disqualify them from being called as a witness and given evidence before the sole Arbitrator as aforesaid.
- (v) The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Chief

Mechanical Engineer and the contractor provided always:- In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defence Service and or a member of Indian Council of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor. In all cases, the Arbitrator shall give a speaking/reasoned award.

3.31 ARBITRATION

Disputes if any, between MPT and the Contractor during the currency of the Contract or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Contract. The disputes so raised shall be referred to a Sole Arbitrator, to be appointed by MPT. The arbitration proceeding shall take place in Goa or at Administration Building, MPT only, and the same shall be under jurisdiction of High Court of Goa. The cost towards Arbitration shall be equally shared.

3.32 DEFAULTS & TERMINATION

1. DEFAULT:

Occurrence of any one or more of the following will be considered as event of default:

- a) In case the completion of the work cannot be effected within the period as specified in the contract.
- b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.

2. TERMINATION

- (a) If the contractor fails to complete the subject work during the contract period within notice period i.e. 30 days, the work order will stand cancelled, and security deposit will be forfeited.
- (b) In the event of occurrence of default (b) as mentioned above MPT may proceed for terminating the contract by way of giving 3 months (termination period) notice. In such event, the Contractor shall not be entitled to claim any compensation from

MPT. Also in case of termination of the contract the security deposit will be forfeited.

(c) During the notice period of 3 months as at (b) above, the Contractor may be asked by MPT to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port in the wake of gradual winding up of the entire set-up of the contractor.

(d) No compensation shall be paid by MPT to the Contractor in the event of termination of the contract.

3.33 FORCE MAJEURE

If the work is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities like rain, flood, earthquake, cyclone, draught, etc. such period shall be exempted from Completion period of this tender document.

3.34 LABOUR LAWS

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor during contract period.

3.35 OUTBREAK OF WAR

If during the currency of the Contract, there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavors to complete the execution of the Works, provided always that either MPT or the Contractor shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other, and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.

3.36 AMENDMENT

No amendment or other variation of the Contract shall be valid unless it is in writing,

is dated, expressly refers to the Contract, and is signed by duly authorized representative of each party thereto.

3.37 SEVEREBLITY

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforce ability of any other provisions and conditions of the contract.

3.38 ACCEPTANCE OF OFFER

The Contractor shall acknowledge the receipt of Order/ LETTER OF ACCEPTANCE within 7 days of mailing of the same and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused will be recovered by MPT by forfeiting the Earnest Money Deposit.

3.39 SUB-CONTRACTOR

At the commencement of the job the Contractor shall supply to the Engineer-in-Charge, list of all sub-Contractors or other persons or firms engaged by the Contractor. Any bidder who had submitted the bid for this tender and does not get the contract because of his being not the lowest will be prohibited from working as sub-Contractor for execution of this contract. List of Contractors shall be provided for in the Contract Agreement.

3.40 FAILURE OF THE CONTRACTOR

If the Contractor fails to complete the work and the order is cancelled, the amount due to the Contractor on account of work executed, if payable, shall be paid only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

3.41 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

The work during its progress (or) during the defect liability period can also be inspected by the Chief Technical Examiner (or) his authorised representatives of the Central Vigilance Commission of MPT and any defects pointed out by him shall be attended by the Contractor.

3.42 TERMS OF PAYMENT

The payment will be released within 30 days for running bills from the date of receipt

of undisputed bills in duplicate and with all other supporting documents.

3.43 GUARANTEE

The Guarantee period shall commence from the date of handing over of motor/alternator/field. The repair/replacement shall be carried out in mutual consultation with the Engineer In-charge without incurring additional expenditure to the Port whatsoever under any circumstances.

3.44 LIQUIDATED DAMAGE (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 the total contract price subject to a maximum of 5% of the total contract price and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit. The GST @18% on LD will be deducted at the time of making payment to Vendors/Contractors and GST invoice of LD will be issued to contractor through which they can avail GST credit.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION – IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

- 4.1 The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract and Technical Specifications to acquaint himself with the nature of work for the purpose of making his offer on his own responsibility.
- 4.2 It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the successful Tenderer.
- 4.3 The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract.
- 4.4 The successful Tenderer shall provide any items, which have not been specifically mentioned in the specification, but which are found necessary for completion, efficient installation and operation of works shall be deemed to be included in the contract without incurring any additional expenditure to the Port.
- 4.5 It will be entirely the successful Tenderer'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.
- 4.6 The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the successful Tenderer.
- 4.9 The successful Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.

- 4.10 The gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer, the Tenderer shall contact the **Executive Engineer, Second Floor, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.** Ph. 0832-2594216. Email: sunil.damodaran@mptgoa.gov.in The gate entry pass shall be on chargeable basis as per Scale of rates.

**CHIEF MECHANICAL ENGINEER
MORMUGAO PORT TRUST**

SECTION - V
PRICE SCHEDULE (BILL OF QUANTITIES)

Sr. No.	Description	Quantity in nos	Rate Per Unit	Amount
(I) Rewinding of sq. cage motor (Water pump)				
1	Upto 0.75kW/1 HP, 3 phase/1 phase	1		
2	Above 1HP upto 5 HP, 3 phase/1 phase	4		
3	Above 5HP upto 10 HP, 440 V	1		
4	Above 10HP upto 20 HP, 440 V	1		
5	Above 20HP upto 40 HP, 440 V	1		
6	45 KW/ 60 HP, 440 V	1		
7	75 KW/ 100 HP, 440V	1		
(II) Rewinding of Alternators				
8	Rewinding /Overhauling of main stator & field of 500 KVA, 1500 rpm alternator AVKC make.			
	a) Armature/Field	1		
	b) Overhauling & improvement of IR values and replacement of carbon brushes/minor spares	1		
9	Rewinding / Overhauling of main stator & field of 100/125/160 KVA, 1500 rpm alternator AVKC make.			
	a) Armature/Field	1		
10	Rewinding / Overhauling of main stator & field of 250/320 KVA, 1500 rpm alternator			
	a) Armature/Field	1		
TOTAL				

(In Words Rupees _____ only).

Date:

Signature:

Place:

Name:

Address:

Office seal of firm:

Note:

1. The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods/services in the price bid.
2. Evaluation will be done only on the basic price.
3. The prices offered should be firm, exclusive of GST. The above mentioned quantities are indicative and does not guarantee that all these items will come for rewinding during the currency of the contract. However the actual quantity of items will be as per failure of motors and alternators.

TENDER FORM

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

To

**The Chief Mechanical Engineer,
Office of Chief Mechanical Engineer,
Engineering Mechanical Dept., Mormugao Port Trust,
A.O. Bldg, Headland Sada,
Mormugao, Goa – 403804**

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the Tender for **“Annual Rate Contract (ARC) for re-winding of LT motors and alternators”** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“TENDER FOR “Annual Rate Contract (ARC) for re-winding of LT motors and alternators”** with all equipment, spares, etc., Entire work shall be completed within **“Annual Rate Contract (ARC) for re-winding of LT motors and alternators”** months from the date of issue of LOA.
3. We further undertake, if our tender is accepted, we will deposit within 30 days from the date of receipt of order, the security deposit as Bank Guarantee or Demand Draft from any scheduled/ Nationalized Bank in favour of Financial Advisor & Chief Accounts Officer, MPT encashable/payable at Goa” only to the extent as indicated and in the manner set forth in the tender conditions.
4. We further undertake, if our tender is accepted to enter into and execute within 45 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & MPT’s Letter of Intent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.
7. We agree to deposit Security Deposit as per the Port’s terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 45 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the Port.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated theday of.....in the capacity of.....duly
authorized to sign tender for and on behalf of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)

NOTE:

Copies of audited balance sheets with Profit & Loss account statement for last 3 years duly certified shall be enclosed along with the bid.

SIGNATURE OF CA :

NAME OF CA :

COMPANY SEAL :

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand at Vasco, Goa BETWEEN the Board of Trustees of the Mormugao Port Trust, Mormugao Goa, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of "**Annual Rate Contract (ARC) for re-winding of LT**

motors and alternators"

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of Rs. /- (Rupees _____) as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Technical Specifications
 - b. Schedule of Rates/Prices
 - c. General Conditions of Contract
 - d. Special Conditions of Contract
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS	}	
HEREUNTO AFFIXED AND THE CHIEF	}	CHIEF MECHANICAL ENGINEER
MECHANICAL ENGINEER THEREOF,	}	MORMUGAO PORT TRUST

SIGNING IN THE PRESENCE OF :

i) _____

ii) _____

SEALED AND SIGNED BY THE	}	
CONTRACTOR IN THE PRESENCE	}	CONTRACTOR
OF :-	}	

i) _____

ii) _____

APPENDIX – IV**FORMAT OF POWER OF ATTORNEY**

Dated : _____

POWER OF ATTORNEY**To Whomsoever It May Concern**

Mr. _____ (Name of the Person(s)), domicile at
 _____ (Address), acting as
 _____ (Designation and name of the firm), and whose signature is attested
 below, is hereby authorized on behalf of _____ (Name of
 the Tenderer) to provide information and respond to enquiries etc. as may be required by the Port or
 any governmental authority for the Work of “Annual Rate Contract (ARC) for re-winding of LT
 motors and alternators.” and is hereby further authorized to sign and file relevant documents in
 respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

DECLARATION FORM

Sr.No.	Description	Yes / No.
1.	Agreed all terms and conditions of Tender	
2.	Have you ever been Black listed by any Government / PSU	

Firm's Sign and Seal

Place:

Date:

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:

CHECKLIST FOR FURNISHING DOCUMENTS

Sr. No.	Description	Tick mark if attached
1.	EMD in the form DD from nationalized bank	<input type="checkbox"/>
2.	Work Order copies	<input type="checkbox"/>
3.	Completion Certificates with performance	<input type="checkbox"/>
4.	Financial turnover (Appendix –II)	<input type="checkbox"/>
5.	P/L Account and Balance statement	<input type="checkbox"/>
6.	Entire Tender document, each page and form duly signed and filled in	<input type="checkbox"/>
7.	Tender Form (Appendix-I)	<input type="checkbox"/>
8.	Power of Attorney (Appendix-IV)	<input type="checkbox"/>
9.	Declaration Form (Appendix-V)	<input type="checkbox"/>
10.	Bank Details (Appendix-VI)	<input type="checkbox"/>
11.	Copies of GST Registration Certificate, PAN, EPF registration and ESI registration number	<input type="checkbox"/>