MORMUGAO PORT TRUST Ministry of Ports, Shipping & Waterways Govt. of India

QUOTATION No:- CME/PD/IV/2021

Quotation for

"Manufacture, Supply, Installation testing and Commissioning of Intercooler assembly on Port HMC (Italgru) at Mormugao Port Trust"

Tender due at 11.30 hrs on 27/09/2021

Tender opening at 15.00 hrs on 27/09/2021

DETAILS ABOUT QUOTATION
GENERAL TERMS & CONDITIONS OF CONTRACT
TECHNICAL SPECIFICATION
ANNEXURE

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MORMUGAO PORT TRUST ENGINEERING MECHANICAL DEPARTMENT

Quotations are invited in a sealed cover (single cover) from experienced firms duly superscribed as QUOTATION FOR "Manufacture, Supply, Installation testing and commissioning of Intercooler assembly on Port HMC (Italgru).

DETAILS ABOUT QUOTATION

Quotation No.	CME/PD/IV/2021			
Name of Work	Manufacture, Supply, Installation testing and Commissioning of Intercooler			
	assembly on Port HMC (Italgru)			
Completion	30 days from the date of issue of LOA.			
Period				
Estimated Cost	Rs.2,68,695 (exclusive of GST)			
(INR)				
Bid Security	Bid Security Declaration as per Annexure-I			
Declaration				
Quotation	Rs.590/- (Rupees Five hundred and ninety only) (incl. of 18% GST).			
Document Cost	Non-refundable or exemption certificate as per Section-I, General Terms and Conditions, clause No 1.1.2.			
	Note: Bidders not providing Bid Security Declaration & Quotation Document Cost / producing exemption certificate before due date and time will be disqualified.			
Liquidated	0.5% per week or part thereof, of contract value subject to a maximum of 5% of			
Damages	contract value, GST @ 18% applicable. Details at Section-I, General Terms and Conditions, clause No 1.12.			
Security Deposit	3% of the contract value + GST of 18% as per Section-I, General Terms & Conditions, clause No 1.8.			
Payment terms	100% Payment will be released on Manufacture, Supply, Installation, Commissioning of intercooler and taking over of the complete unit by Port.			
Bid Validity	120 Days from the due date of submission of the quotation.			
Guarantee Period	12 months from the date of satisfactory completion of work and acceptance by Port as per the clause 1.10			
Date of	27/09/2021 till 11:30 Hrs.			
submission				
Date of Opening	27/09/2021 at 15:00 Hrs			
Address for	Executive Engineer (M),			
communication	Engineering Mechanical Department,			
and submission	Mormugao Port Trust,			
of bid:	Headland Sada, Goa – 403804.			
Contact Details	Phone: 0832-2594227; Email: xenpnd.mgpt@gmail.com			
Website	https://www.mptgoa.gov.in/			

EXECUTIVE ENGINEER (P&D) MORMUGAO PORT TRUST

SECTION - I

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.1. COST OF THE QUOTATION DOCUMENT:

- 1.1.1. The Bidder is required to furnish Document cost of Rs.590/- (Rupees Five hundred and ninety only) (incl. of 18% GST) in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa, to be submitted along with the Quotation. The Document cost is non-refundable.
- 1.1.2. Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar memorandum or any other body specified by Ministry of MSME shall be exempted of payment of document cost on producing self-attested valid supporting certificates issued by the governing body.

1.2. BID SECURITY DECLARATION:

1.2.1. The Bidder is required to submit the Bid security declaration as attached at Annexure-I.The Bid not accompanied with Bid security declaration shall be summarily rejected.

1.3. MINIMUM ELIGIBILITY CRITERIA:

i) Experience of having successfully completed a similar work during the last 7 years ending last day of month previous to the one in which quotations are invited. In support of this, a Work Order, TDS certificate and satisfactory work completion certificate issued by client duly Signed & stamped shall be submitted without which the bid will be summarily rejected and price cover shall not be opened.

Similar works means "Manufacture & Supply of inter coolers, radiators of cranes and of heavy earth moving machines".

ii) FOR MECHANICAL WORKS:

The Bidder shall be experienced in carrying out similar nature of works as indicated at (i) above and furnish Work Order and its completion certificate.

1.4 <u>RESPONSIVENESS OF BID</u>:

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

- i) it is not accompanied by requisite Bid Security Declaration Form.
- ii) it is not accompanied by requisite Quotation document Cost, if applicable,
- iii) the validity of the offer is less than tender stipulation,
- iv) it does not meet the Minimum Eligibility Criteria as stipulated in the clause no.1.3 and the corresponding documents in support of it have not been submitted.
- v) The bidder submits conditional offer / imposes own terms and conditions / does not accept tender conditions completely.

vi) it is not received by the Application Due date and time including any extension thereof.

1.5. BID VALIDITY:

The Bid validity shall be 120 days from the due date of submission of the quotation.

1.6. PRICE:

1.6.1. The evaluation shall be on the basic price (Total as per Price schedule / BOQ) and shall be considered lowest among all bidders. The rates offered shall be exclusive of GST. If any new tax imposed by the State/Central Govt., same shall be reimbursed by producing 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 Port.
- **1.7.2.** The Bid with any counter conditions will be summarily rejected.

1.8. <u>SECURITY DEPOSIT (SD)</u>:

The contractor shall within 15 days from the date of issue of LOA, shall furnish a DD towards Security Deposit equivalent to 3% of the contract value plus GST of 18%, rounded off to nearest 100 rupees. This Security Deposit will be converted to Performance Guarantee upon completion of the work. The DD shall be from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.

The Security Deposit converted to Performance Guarantee will be refunded to the contractor after satisfactory completion of contractual guarantee period as per clause no.1.10 from the date of satisfactory completion of work and acceptance by Port.

The Board may, at it's option, forthwith forfeit the above Security Deposit in whole or part, if in the opinion of the Board the contractor has failed to fulfill any or all of the conditions of this contract without prejudice to any and all rights of the Board to recover from the contractor any amount falling due to the Board through non-observance by the contractor of any of the clause thereof.

1.9. COMPLETION PERIOD:

The entire work shall be completed within 30 days from date of issue of LOA.

1.10. GUARANTEE PERIOD:

The Contractor shall guarantee the subject work for a period of 12 months from the date of satisfactory completion of work and acceptance by Port. If any defect is observed during the guarantee period, the same shall be rectified by the Contractor, free of cost under guarantee obligations.

1.11. PAYMENT TERMS:

100% Payment will be released on Manufacture, Supply, Installation, Commissioning of intercooler and taking over of the complete unit by Port.

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

undisputed bills in duplicate and with all other supporting documents (EPF/ESI challans, muster roll, wage register).

The contractor shall furnish their bank account details for the payment through ECS by the Trust. A copy of the PAN card, GST Registration no., EPF& ESI shall be furnished. MICR number Name of the Branch along with Bill for arranging payment made through E.C.S. by the Trust.

1.12 <u>LIQUIDATED DAMAGES</u>: (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.

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

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.

The Bidder / Contractor shall ensure that the statutory contribution towards the Employee State Insurance Act, 1948 and the Employees Provident Fund & Miscellaneous Provision Act, 1952 in respect of the employees engaged by him are deposited with the authority concerned and a proof having deposited the contribution should be produced at the office of CME by 10th of the succeeding month in which the payment was due.

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.

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.

1.14. SECURITY & SAFETY REQUIREMENTS:

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.

The contractor shall comply with all regulations imposed by the customs and Port 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 the Port.

1.15. **GATE PASS**:

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

1.16. INJURY/DAMAGE TO PERSONS AND PROPERTY:

- The contractor shall take all precautions while carrying out the contract work against any possible damage to Port 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.
- ii) The contractor shall indemnify the Port 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. The Port 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.

1.17. FORCE MAJEURE:

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

1.18. PERSONAL PROTECTIVE EQUIPMENTS:

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

1.19. FORECLOSURE OF CONTRACT

Notwithstanding anything in the contract document, the contractor agrees that the Port 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, the Port reserves the right to fore close the contract at any point of time during the contract period on the issue of the termination notice. The Port shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

1.20. WORK NOT TO SUBLET:

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

1.21. <u>INDEMNIFICATION</u>:

The contractor shall be deemed to indemnify and keep indemnified the Port 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.
- I) 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.

1.22. <u>TAXES</u>:

The contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.

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 Trust (MPT) to enable Port 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.

1.23 OTHER TERMS AND CONDITIONS:

- i) All tools and tackles shall be arranged by the Contractor at their own cost.
- ii) The Bidders are advised to visit the site and get acquainted regarding the nature of the work involved at site conditions before quoting the rate.
- iii) The technical specification at Section II and Price Schedule (Bill of Quantities) at Section III to be read in conjunction to ensure the actual supply and works involved.
- iv) The Crane and power supply shall be provided by the Port on chargeable basis for execution of the work. However, the Contractor is free to take power supply from the other source by making their own arrangement with prior intimation to the Port Engineer.
- v) The contractor shall provide any other items which have not been specifically mentioned in the Price Schedule (Bill of Quantities), but which are found necessary for completion of the works without incurring any additional expenditure to the Port.
- vi) The Contractor shall pay the labour engaged by him for the work a fair wage, as may be fixed by the Labour Department of the State as per the applicable Minimum Wages Act. The payment shall be strictly made to the labour by the contractor through Bank Account.
- vii) Address for communication and submission of bid:

Executive Engineer (P&D)

2nd floor A.O. Bldg, Headland Sada, Engineering Mechanical Dept.,

Mormugao Port Trust,

Headland Sada, Goa - 403804.

Phone: 0832-2594227.

Email: xenpnd.mgpt@gmail.com

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

EXECUTIVE ENGINEER MORMUGAO PORT TRUST

SECTION-II

TECHNICAL SPECIFICATION/SCOPE OF WORK

2. **GENERAL DESCRIPTION**

- 2.1.1 Ports Italgru make Harbour Mobile Crane of 120 tons capacity procured in the year 2013 has completed 8 years and 28280 hrs. of useful service life as on date. The crane is extensively used round the clock for loading and unloading operations for various cargoes at Berth No. 10 & 11.
- 2.1.2 Recently it was noticed that diesel consumption viz-a-viz engine hours of the port HMC has increased and it is suspected that the engine is running with reduced efficiency due to the leakage in intercooler. This intercooler requires replacement with new inter cooler.

2.2 SCOPE OF WORK

- 2.2.1 Contractor shall supply new inter cooler as per drawing no. 20200909/1. All tubes shall be of brass. Fins should be of copper and solder coating shall be done with 40% solder paste of Tin (40) and Lead (60) mixture. The supplied inter cooler assembly shall be painted with epoxy primer and epoxy finish paint of black colour.
- 2.2.2 The contractor shall ensure that new inter cooler supplied is matching with the existing defective intercooler removed from the crane and also with the radiator assembly. Drawing of radiator (Drawing No. 20200909/2) is also attached herewith for reference. If there is any mismatch the contractor shall take the new intercooler back in this case cost of the inter cooler will not be paid to the contractor.
- 2.2.3 The defective intercooler will be removed by the Port staff. The new intercooler will than be fitted back in its position and all the accessories removed will be reconnected by the contractor.
- 2.2.4 The old /defective intercooler will be the property of the Port.
- 2.2.5 Trial runs of the engine will be taken in the presence of the Port's engineer.

2.3 JOB DESCRIPTION

- 2.3.1 The defective intercooler and radiator assembly will be removed from its foundation by the Port staff.
- 2.3.2 New intercooler as per drawing No. 20200909/1 will be supplied by the contractor at his own cost.

- 2.3.3 The contractor will than ensure that the new intercooler matches with the existing defective intercooler removed from the crane. If there is any mismatch of the intercooler than same will be taken back by the contractor.
- 2.3.4 The contractor thereafter will install the intercooler and radiator assembly after approval of the Port site engineer.
- 2.3.5 The contractor shall arrange his own tools and tackles required for the installation of the intercooler. The contractor shall visit the site and also inspect the intercooler and radiator assembly installed on the crane. He shall get himself acquainted with the working condition.
- 2.3.6 The crane will be supplied to the contractor if required on chargeable basis.
- 2.3.7 The installation of new inter cooler and radiator assembly shall be carried out by the contractor under port supervision.
- 2.3.8 The contractor shall take all safety precaution as required while executing the job.

EXECUTIVE ENGINEER MORMUGAO PORT TRUST

SECTION-III

PRICE SCHEDULE (BILL OF QUANTITIES - BOQ)

Sr. No	Description	HSN / SAC	Unit	Qty	Basic Rate/Unit (Rs.)		Applicable GST (%)	Amount (Rs.)
		Code			In Fig	In Words		
Α	В	С	D	Е	F	G	Н	I = E X F
1.	Cost towards Manufacture and supply of intercooler as per drg no 20200909-1		No	1				
2.	Installation, testing and commissioning of intercooler and radiator assembly on Port HMC (Italgru)		LS	1				
						Total	(in figures)	

Total (In Words) Rupees	only	•
Date:	Signature:	
Place:	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.

BID SECURITY DECLARATION FORM

To, The Executive Engineer (P&D) Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.				
Sub : Quot	ation for "Manufacture, Supply, Installation testing and Commissioning of Intercooler assembly on Port HMC (Italgru)"			
I/We under Declaration				
	pt that I/We may be disqualified from bidding for any contract with MPT for a period of one om the date of notification if I am /We			
a. b.	are in a breach of any obligation under the bid conditions, made misleading or false representations in the forms, statements and attachments submitted;			
c. d.	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 Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or			
e. f.	contract award decision. Fail to commence the work on the specified date as per LOA/Work order and/or. Furnish the required Security Deposit.			
successfu	erstand this Bid Securing Declaration shall cease to be valid if I am/we are not the I Bidder, upon the earlier of viz. (i) the receipt of your notification of the name of the I Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.			
Signed: (<u>ir</u>	nsert signature of person whose name and capacity are shown)			
in the cap	acity of (insert legal capacity of person signing the Bid Securing Declaration)			
Name: (in:	sert complete name of person signing the Bid Securing Declaration)			
Duly author	orized to sign the bid for an on behalf of (insert complete name of Bidder)			
Dated on	day of (<u>insert date of signing</u>)			
Corporate	Corporate Seal (where appropriate)			

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:		

CHECK LIST

Tender No: CME-PD-IV-2021

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH QUOTATION

		DETAILS OF DOCUMENT TO BE SUBMITTED	YES	NO		
	1	Bid Security Declaration & Quotation Document Cost				
	2	Supporting documentary evidence of having successfully completed a similar work such as Work Order, TDS certificate and satisfactory work completion certificate issued by client duly Signed & stamped should also be submitted along with quotation.				
TECHNICAL BID	3	Certificates: a) GST Registration Certificate. b) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate. e) TDS certificates				
	4	Quotation Document, sealed and signed by the bidder.				
	5	a) Annexure – I – Bid Security Declaration b) Annexure – II – Bank information for E-payment				
PRICE Schedule	Section-III - Price Schedule (Bill of quantity-BOQ)					



