



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
A.O. Building, Headland Sada
MORMUGAO -GOA-403 804.
Ph. No.: 2594520, WEBSITE: www.mptgoa.com

The Materials Manager, Mormugao Port Trust, Headland Sada, invites quotation in the tender form hereunder superscribed as quotation **No. MM/02/Gas/0227 due on 16/11/2017** at 15.00 hrs for the supply of materials detailed below subject to terms and conditions therein.

1. M/s. Cuncolim Oxygen Pvt. Ltd., Cuncolim
2. M/s. GovindPoy Oxygen Ltd., Nuvem
3. M/s. Scoop Industries Ltd., Corlim
4. M/s. Fabrica de Gas Carbonica, Nuvem
5. Website

Note: In addition to the above tenderers, other tenderers who meet the pre-qualification criteria of the tender are eligible to quote against this tender by downloading the tender documents from our website.

Date: 23.10.2017

Materials Manager



FR-MM (PR) -24

MORMUGAO PORT TRUST

MATERIALS MANAGEMENT DIVISION

Ref. No:

Date

To,

M/s

Dear Sirs,

Last date and time of submission of tender: 16/11/2017 on or before 15.00 hrs.

Sub: Supply of Gasses on Two Yearly Rate Contract Basis as per Annexure ' A'

Ref: Tender No MM/02/GAS/0227 due on 16/11/2017 at 15.00 hrs.

EMD: Rs5,000/- (Rupees Five thousand only)

You are requested to furnish sealed tenders in the **two cover system** superscribed (1) **TECHNO COMMERCIAL (un-priced) OFFER IN COVER-I** (marked in blue ink) and the other superscribed (2) **PRICE OFFER IN COVER-II** (marked in red ink) Both covers shall be superscribed as above.

Cover marked "**Techno Commercial Offer**" Cover –I shall contain complete & detailed technical specifications and commercial terms and conditions such as taxes, duties, freight, insurance, discount, price variation clause and any other conditions but excluding the price and should be submitted along with Earnest Money Deposit.. Commercial and technical deviations if any should be clearly spelt out. The Cover –II marked "Price offer" should contain **only the prices** without any conditions. In case the cover marked "Techno commercial offer" contains prices and the cover marked "price offer" contains any conditions other than the price, the offer will be rejected.

Cover marked - I "Techno Commercial offer" shall be opened on [16/11/2017](#) at 15.30 hrs. in the presence of authorised representatives of the tenderer's who choose to be present at the time of opening. The cover marked II (Price Offer) will be opened only after receipt of clarification of all Technical Specifications and Commercial deviations.

Tenders shall be accompanied by EMD of Rs.5,000/(Rupees fivethousand only) by Demand Draft payable to the FA & CAO, Mormugao Port Trust, Goa payable at Mormugao Harbour, Goa . Incomplete tenders or without EMD will not be accepted. Tenders should be kept valid for a minimum period of 180 days from the date of opening and shall conform to the general terms and conditions of contract attached.

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

MATERIALS MANAGER



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
BAINA, VASCO-DA-GAMA

Tender no :MM/02/Gas/0227due on 16/11/2017

TECHNICAL SPECIFICATIONS

Sr. No.	PL CODE	Description Of the item	Qty. Required Per Year
1	M02200140	Compressed Industrial Oxygen gas cylinders of 6m ³ /7m ³ capacity	1000m ³ (142cyl)
2	M02200125	Dissolved Industrial acetylene gas in cylinder of 6m ³ /7m ³ capacity	150m ³ (25cyl)

MATERIALS MANAGER

We hereby agree to all the above technical specifications

Signature and Seal of Tenderer

Note: 1. This Annexure-A should be attached to Cover-I of your offer duly signed and stamped, failing which your offer will be considered as incomplete and liable for rejection.

2. The quantities indicated are approximate and may vary by $\pm 20\%$.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

Instructions to Tenderers

GENERAL

1. **Only manufacturers with experience are eligible to quote for this tender.**
2. The tender reference & due date should be superscribed on the envelope and the same should be forwarded to the Materials Manager, Mormugao Port Trust, in duplicate, so as to reach him **not later than 15.00 hrs. on due date.** Tenders received after the due date will not be considered for opening. **Tenders received before the last date and time will be opened at 15.30 hrs. on due date** in the presence of the tenderers & their authorised representatives who may choose to be present.
3. The tenderers shall deposit the Earnest Money Deposit amount of Rs. 5,000/- cash or by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/Vasco-da-Gama, Goa. The Earnest Money Deposit can also be deposited in cash at Cash Section, MPT Administration Office, Headland Sada. The Financial Advisor and Chief Account Officer must be advised that the amount being deposited in connection with the tender No. MM/02/Gas/0227 due on 16/11/2017. The Earnest Money Deposit i.e. DD/Cash Receipt in original shall be sent duly enclosed in the Cover marked "Techno Commercial Offer" Cover I. Offers without the Earnest Money Deposit in Cover – I will not be considered.
4. The tender Earnest Money deposits of tenderers will be refunded by crossed cheques on the State Bank of India, Mormugao Harbour Branch, Goa, after a decision has been reached as regards to the acceptance of the tender.
5. The prices should be quoted item wise separately. Prices quoted on lumpsum basis(i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
6. Offer should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
7. The price should be valid for part quantities also.
8. We are not entitled for "C" or "D" forms. As such full GST will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.
9. The offer submitted should satisfy all technical specifications in the attached Annexures, else the offer is liable to be rejected.
10. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.

11. All documentary evidence and information requested should be furnished alongwith your offer without fail.
12. TENDERS SHOULD BE SEALED IN CASE OF TWO COVER SYSTEM BOTH THE COVERS MUST BE SEALED IN CASE THE TWO COVERS ARE INSERTED IN THE THIRD COVER, ALL THE THREE COVERS MUST BE SEALED. TENDERS RECEIVED WITHOU BEING SO SEALED WILL BE REJECTED OUTRIGHT.
13. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

MATERIALS MANAGER

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered as incomplete and liable for rejection. **Further, ensure that every page is signed and stamped.**

TENDER NO.MM/02/Gas/0227 DUE ON 16/11/2017**TERMS AND CONDITIONS**

1. **DOCUMENTARY EVIDENCE & INFORMATION TO BE SUBMITTED ALONG WITH YOUR OFFER**
 - (a) Detailed list of facilities available for undertaking the job must be furnished along with your offer. The details of your organization as regards to managerial and other staff available should also be furnished. The detailed list of facilities available for testing should also be indicated.
 - (b) Photostat copies of orders executed/in hand for supply of items with similar specifications should be furnished. The order copies should be of last 2 years and complete in all respect.
2. Name and address of your local representative/if any who will co-ordinate the supplies should also be indicated in your offer.
3. **PERFORMANCE REPORTS:-** Tenderers who have not supplied tendered items or items similar to the tendered items to this port in the past must furnish Performance reports from their reputed customers for orders executed similar to our requirement for last 2 years. The performance reports should indicate clearly the period for which the tendered items have been put to use and found to be working satisfactorily. In the absence of such reports their offers are liable to be rejected.
4. The Tenderers should furnish their financial standing through Annual Reports (Balance sheet and Profit and Loss Accounts) for the last three years.
5. **II MAJOR CONDITIONS:**
6. **EARNEST MONEY DEPOSIT** :- Tenderers should furnish Earnest Money Deposit as per para 3 of Instructions to tenderers. Offers without Earnest Money Deposit will not be considered.
7. **SECURITY DEPOSIT**: Within 14 days of acceptance of the tender, the successful tenderer will be required to effect a Security deposit equal to 5% of the value of the rate contract by Demand Draft Or Bank Guarantee from a Scheduled Bank. The Demand Draft should be drawn in favour of the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/Vasco-da-gama, Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee the same should be valid for a minimum period of 27 months from the date of receipt of rate contract. **In case the supplies are delayed the Bank Guarantee should be extended for a further period if required.**
8. This Rate Contract is for supply of Acetylene & Oxygen gases for a period of 2 years effective from date of release of Rate Contract. Conditional offers or offers for single item will be ignored.

9. **PRICES:** Prices quoted should be on F.O.R. destination basis inclusive of transit insurance indicating clearly the quantum of GST. The tenderers shall fill in the price schedule attached as per Annexure II and submit it in Cover II. In case prices are bound by price variation clause, the detailed formula supporting it should be given in your offer clearly specifying the quantum of each parameter for each item. The tenderer should also agree to limit the price variation formula to a minimum ceiling, which should be clearly indicated, else the offer will not be considered. All the above parameters should be supported by documentary evidence at the time of settlement of bills.
10. **Delivery:** The acetylene gas and oxygen gas cylinders should be supplied as per instruction given by the undersigned from time to time. The filled cylinders should be delivered to our depot at Baina, Vasco-da-gama, Goa and empty cylinders should be collected from our depot at Baina. You shall do arrangements for delivery of filled gas cylinders and collection of empty cylinders from our Materials Depot at Baina once a week.
11. **Payment:** Our payment shall be '100% payment within 30 days of receipt of material by ECS/EFT. In your bills kindly indicate: (a) Name of Bank (b) Address of the Branch (c) Branch Code of the Bank (d) IFSC Code/MICR Code (e) Bank Account No. (f) Bank Account type (g) PAN number (h) GST Number.
12. **Inspection:** The material will be inspected by our engineers at our site.
13. **PACKING:** The material should be suitably packed to withstand the hazards of transportation.
14. **LIQUIDATED DAMAGES:** Supply schedule as per order should be strictly adhered to. In the event of delay in supplies, Liquidated Damages at 1% of the total basic value of the undelivered quantity will be levied per week or part thereof of delay. The total Liquidated Damages shall however not exceed 10% of the total basic value of the order. The total value here means the total value of the order exclusive of excise duty, taxes etc. **The date of supply of material at our Stores at Baina, Vasco will be considered as date of delivery for the purpose of Liquidated Damages.**
15. **FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD:** In case of failure to deliver the goods in time which shall have arisen due to war, insurrection, restraint imposed by the Government Act or Legislation or other Authority, accident, strike, riot, lock-out or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or might affect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.

16. **JURISDICTION** : In case of any dispute the Jurisdiction will be GOA only.
17. **PAN NO**: The PAN/GST No. should be mentioned in your covering letter.
18. **VALIDITY**: The offer should be valid for a minimum period of 180 days from the date of opening of the tender. In the event of the tenderer withdrawing the tender before the expiry of the validity of the offer, the tender Earnest Money Deposit shall be forfeited to the Mormugao Port Trust.

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

Name:

Address:

Signature and Seal of Tenderer

**Note: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered incomplete & liable for rejection.
Further ensure that every page is signed and stamped.**

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

CONDITIONS OF CONTRACT

1. **DEFINITIONS:-**
 - a. PURCHASER means* MATERIALS MANAGER* on behalf of the Chairman of the Board of Trustees of Mormugao Port trust.
 - b. INSPECTION OFFICER* means the person, firm or department nominated by the purchaser to inspect stores on his behalf.
 - c. *CONTRACTOR * means the person, firm or company whose tender is accepted.
2. **CONTRACT:-** This contract is for the supply of stores of the description at the rate in the quotations as and at the time and place detailed in the Schedule Order.
3. **Delivery:** The contractor shall arrange deliveries of stores as detailed in supply order the time and place and the manner specified therein.
4. **DELIVERY THE ESSENICE OF THE CONTRACT:** The time given for delivery or dispatch shall start from the date of receipt of order by the Contractor. The time for the date of delivery or dispatch stipulated in the Schedule/Order shall be deemed to be the essence of the contract. In the event of the Contractor failing to effect delivery in the manner aforesaid, the Purchaser shall be entitled to recover from Contractor as Liquidated Damages and not as penalty a sum not exceeding 1% of the price of stores which the Contractor has failed to deliver as aforesaid for every week or part thereof during which the Contractor shall delay to shall however not exceed 10% of the value of the materials ordered. If the Contractor shall delay to complete the supplies or installment thereof as provided in the Schedule/Order by a period greater than 8 (eight) week, the purchaser may without prejudice to his claim for Liquidated Damages, terminate the contract and shall be entitled to purchase elsewhere on the account and at the cost of the Contractor, the stores which the contract has failed to deliver and the Contractor shall be liable for any loss or damages which the Purchaser may sustain of such failure on the part of the Contractor. If failure to deliver the goods shall have arisen from war, insurrection, restraint imposed by Government Act of Legislation or other authority, accident, strike, riot, lockout, or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable found for an extension of time, the Purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or might effect the performance of the contract within a reasonable time. Requests from extension received after expiry of the delivery schedule will not be entertained.
5. **INSPECTION NOTICE:** When inspection during manufacture or before delivery is required, notice in writing shall be sent by the contractor to the Inspection Officer, when stores are ready of inspection and no stores shall be delivered until the inspection officers has certified that the stores have been approved by him.

6. **REMOVAL OF REJECTION**: When any stores delivered to the consignee are rejected at the consignee's depot on account of default on the part of the Contractor, they shall be removed by the Contractor within 14 days from the date of intimation of rejection to the Contractor. In case in which a contract is placed for delivery F.O.R. station of dispatch, the rejected stores may be taken back by the supplier either at the consignee depot or at the station from which they were sent. In either of these cases, the Contractor elects to take back the stores at the station of dispatch, the goods shall be booked on account and risk of the Contractor.
7. **PAYMENT**: - Unless otherwise agreed between the purchaser and the contractor, the payment of materials will be made as detailed in the order.
8. The Administration reserves the right to accept plus or minus 10% of the quantities ordered.
9. The Administration reserves the right to accept/reject in part or in whole the tender without assigning any reason whatsoever.

CONTRACTORS SIGNATURE

MATERIALS MANAGER

NOTE: The above format should be attached to your offer duly signed and stamped failing which your offer will be considered as incomplete and liable for rejection. Further, ensure that every page is signed and stamped.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

TENDER FORM

To,
The Materials Manager
MORMUGAO PORT TRUST
Baina Vasco-da-Gama

I/wedo hereby tender to supply and deliver to the Materials Managerof the description and quantity at the prices and in the manner detailed in the conditions of contract..

I/We agree if my /our tender if accepted in whole or in part to execute within 14 days of communication to me /us of such acceptance and agreement for the supply of such quantity as the Materials Manager may accept. I/we agree that our stamps, court fees and legal costs for the execution of the Agreement shall be borne by me/us.

I/We further agree, that if my/our tender is accepted to effect within 14 days of such acceptance a deposit with the Financial Advisor and Chief Account Officer, Mormugao Port Trust, Headland Sada, Mormugao, Goa (in cash, by Demand Draft or in the form of Bank Guarantee from any scheduled Bank) equal to 5% of the Materials for which the tender has been accepted.

I/We further agree if I/We shall decline to execute an agreement within 14 days of intimation to that effect, my/our tender may not be accepted and my/our tender deposit may be forfeited to the administration

Signature of the Contractor

Name:

Address:

Witness : 1.

2.

REMARKS :Kindly submit this form duly signed and stamped else your offer is liable to be rejected.

PREQUALIFICATION CRITERIA

(Tender No: MM/02/Gas/0227 due on 16.11.2017)

The Tenderer should be a Manufacturer. The outstation Manufacturer should have a full-fledged depot in Goa.

The parties should submit atleast one order copy or copy of rate contract pertaining to last two year for having supplied similar items as per our requirement in Annexure 'A' of value exceeding **Rupees One Lakh** in order to qualify for this tender.

Materials Manager

(to be filled in by tenderer)

Kindly agree to all the above special terms and furnish the following information

A) We agree to all the special tender conditions indicated on pre-page in addition to other usual tender conditions.

B) Kindly indicate your cylinder rental:

Note : You shall supply the Cylinders free of charges for a period of 30days from the date of supply. Thereafter you may charge your rental if necessary. If applicable, kindly indicate your rental charges in Rupees: _____ per cylinder per day till return.

C) Kindly indicate your charges towards lost/damages of cylinder/fittings during our custody.

b) For Oxygen cylinder Rs. _____

c) For Dissolved Acetylene cylinder Rs. _____

d) For Replacement of Valve Rs. _____

D) Kindly indicate your price Escalation Formula:

FOR OXYGEN GAS:

(I) Escalation Formula: _____

(II) Ceiling _____ (Maximum in percentage)

FOR DISSOLVED ACETYLENE GAS:

(iii) Escalation Formula: _____

(iv) Ceiling _____ (Maximum in percentage)

SIGNATURE OF TENDERER WITH COMPANY SEAL.



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

TECHNO COMMERCIAL SCHEDULECOVER I

OFFER NO.: _____ DATE: _____

Tender No. MM/02/GAS/0227 due on 16.11.2017

Sr. No	Description	Qty.	P/F in %	Freight in %	Transit Insurance %	GST %	Brand Name
Item 1.	Compressed Industrial Oxygen gas cylinders of 6m ³ /7m ³ capacity	1000m ³ (142cyl)					
Item 2.	Dissolved Industrial acetylene gas in cylinder of 6m ³ /7m ³ capacity	150m ³ (25cyl)					

1. The tenderers are requested to fill up the above details and submit the same in cover - I
2. Offers not given in above format are liable to be rejected.
3. GST- Goods & Service Tax, P/F- Packing & Forwarding

Mention 'NA' if taxes/duties etc are not applicable.

Date:

Name, Signature & Seal of the Tenderer



ANNEXURE- II

MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

PRICE SCHEDULECOVER II

OFFER NO. _____ DATE: _____

Tender No. MM/02/GAS/0227 due on 16.11.2017

Sr. No	Description	Qty.	U/ Rate (Basic) Rs (a)	P.F Rs. (b)	Frei ght Rs. (c)	Insur a-nce Rs. (d)	GST Rs. (e)	TOTAL FOR DESTINA TION PRICE Rs (a+b+c+ d+e)	Brand Name
Item 1.	Compressed Industrial Oxygen gas cylinders of 6m3 /7m3 capacity	1000m3(142cyl)							
Item 2.	Dissolved Industrial acetylene gas in cylinder of 6m3 /7m3 capacity.	150m3 (25cyl)							

1. The tenderers are requested to fill up the above details and submit the same in cover - I I
2. Offers not given in above format are liable to be rejected.
3. GST- Goods & Service Tax, P/F- Packing & Forwarding

Date:
Tenderer

Name, Signature & Seal of the