



MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT

Ref. No. .MM/NS/CME/IT/ARC/

Date: /12/2016

To,

- 1) M/s. Silicon Computers, Vasco
- 2) M/s. PC Station, Vasco
- 3) M/s. Prithvi IT Products, Margao
- 4) M/s. J.P. Computers, Vasco
- 5) M/s. Winsys, Vasco
- 6) M/s. Avon Computers, Vasco
- 7) M/s. Amey Computers, Margao

By Speed Post to all parties

Dear Sir,

Last date and time of submission of tender:22.12.2016 on or before 15.00 hrs.

**Sub: Annual Rate Contract for supply of Computer Network related items for MPT
as per Annexure 'A' attached.**

Ref: Tender No. MM/NS/CME/ARC/IT/351 due on 22.12.2016 at 15.00 hrs.

You are requested to furnish sealed tenders incover **Tender No. MM/NS/CME/IT/ARC/0351 due on 22.12.2016 at 15.00 hrs.**

Incomplete tenders 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.

Yours faithfully,

MATERIALS MANAGER (i/c)



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MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION

Instructions to Tenderers

GENERAL

1. 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 22.12.2016.** Tenders received after the due date will not be considered for opening. **Tenders received before the last date and time will be opened on due date at 15.30 hrs.** in the presence of the tenderers or their authorised representatives who may choose to be present.
2. The prices should be quoted item wise separately. Prices quoted on lump sum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
3. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
4. The prices should be valid for part quantities also.
5. We are not entitled for “C” or “D” forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.
6. The Excise duty quoted should be firm and not vary with changes in the turnover limits of a company. However, statutory changes in the Excise Duty made by the Government either in the Budget or otherwise can be considered only if these changes occur within the contractual delivery period. Whatever Excise duties are payable, documentary evidence should be produced along with the bill, otherwise the bill will not be settled.
7. The Tender Conditions, Conditions of Contract and the Tender Form attached should be signed and submitted in acceptance of all the terms and conditions mentioned therein. In case this is not done the tender is liable to be rejected.
8. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
9. All documentary evidence and information requested should be furnished alongwith your offer without fail.
10. Please note that the Port does not extend any concession such as exemption in payment, Security Deposit, price preference etc. to small scale industries registered with the NSIC. The Port does provide concession for EMD to SSIS.

11. TENDERS SHOULD BE SEALED IN COVER. TENDERS RECEIVED WITHOUT BEING SO SEALED WILL BE REJECTED OUTRIGHT.

12. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

MATERIALS MANAGER (i/c)

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.



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MORMUGAO PORT TRUST

MATERIALS MANAGEMENT DIVISION

TERMS AND CONDITIONS

1. Only tenderers who have experience in supply of Computer Network related spares are eligible to apply for this tender. In case of manufacturers , the supplies to be effected through local dealers situated at Goa or surrounding areas so as to supply the items well in time and also to replace the rejected/ damaged items immediately if there is any rejection/ damage to the supplied items.
2. **PRICES:** Prices quoted should be on F.O.R. destination basis inclusive of transit insurance indicating clearly the quantum of taxes and other charges whatsoever applicable. The prices should be firm for a period of one year from the date of award of Annual Rate Contract. However, in case of any statutory revision in taxes, duties within the validity period of the Rate Contract/delivery period of supply order, the same will be considered provided you furnish documentary evidence such as copy of Govt. notification.
3. **Taxes:** Please note that we do not issue 'C' or 'D' forms and as such full CST/VAT is applicable.
4. **Excise Duty:** The quantum of Excise duty applicable will not be considered for evaluation of the tender, wherever the Port is eligible for CENVAT credit. The manufacturers should confirm that they will produce the Tax invoice alongwith the supplies and in case of dealers, they should be registered with the Excise authorities and should confirm that they will produce Tax invoice in their own name to enable Port avail CENVAT credit. In case they are unable to provide Tax invoice as above, required by the Port to avail CENVAT credit, their offer will be evaluated including the Excise Duty component. Also, tenderers who agree to furnish Tax invoice as above in their offer but fail to produce the same at the time of supply, the amount towards Excise duty component will be deducted from their bill.
5. **Quantity:** The quantities indicated are our approximate annual requirements. Orders will be released for one third the annual quantities at the time of award of Annual rate contract. Orders for balance quantities will be released from time to time based on our actual requirements and there is no contractual liability on our part to order or accept the quantities as per the Rate Contract in full.
6. **Delivery:** The materials are to be supplied within 4 weeks of receipt of orders. The materials will have to be supplied on 'Door delivery' basis to our Stores at Baina, Vasco-Da- Gama,Goa duly insured at your cost. The materials are to be supplied from the latest manufactured batch.
7. **Packing:** The materials shall be duly packed to withstand the hazards of transportation.
8. **Inspection:** The material will be inspected by our Quality Control Officer on receipt at our Stores. Any damage to the items during transportation shall be to Supplier's account. If the supplied items are rejected due to any defects/quality, the supplier has to make his own arrangements at his cost to lift the rejected materials and to replace the same immediately.
9. **Payment:** Our payment shall be 100% payment within 30 days of receipt of material by ECS/EFT.

10. **Validity** : The Supply Contract shall be valid for a period of 1 year from the date of award of Annual Rate Contract.
11. **SECURITY DEPOSIT**: Within 14 days of acceptance of the tender, the successful tenderer will have to effect a Security deposit equal to 5% of the value of the Annual Rate Contract by Demand Draft or by 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, Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee, the same should be valid for a minimum period of 18 months from the date of award of Annual Rate Contract. Please note that we do not accept Bank Guarantee issued by ICICI Bank.
12. **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 receipt of material at our Stores at Baina, Vasco will be considered as date of delivery for the purpose of Liquidated Damages.**
13. **FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD**: In case of failure to deliver the goods in time which shall have arisen due to war, insurrection, restraint imposed by the Government Act 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
14. **The full details as regards Permanent Account Number (PAN) (Income Tax) Bank A/C No. and type of A/C, Name, Address, MICR Code and IFSC Code of Bank, etc. should be furnished as per our format attached.**
15. **JURISDICTION**: In case of any dispute the jurisdiction will be GOA only.

MATERIALS MANAGER (i/c)

We hereby agree to all the above terms and conditions

Signature and Seal of Tenderer

NOTE: This above format 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.



MORMUGAO PORT TRUST

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MATERIALS MANAGEMENT DIVISION

CONDITIONS OF CONTRACT

1 DEFINITIONS:-

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

* INSPECTION OFFICER* means the person, firm or department nominated by the purchaser to inspect stores on his behalf.

***CONTRACTOR** * means the person, firm or company whose tender is accepted.

2 CONTRACT :- This contract is for the supply of stores of the description at the rate in the quotations as and at the time and place detailed in the Schedule Order.

3. DELIVERY: The contractor shall arrange deliveries of stores as detailed in supply order the time and place and the manner specified therein.

4. DELIVERY THE ESSENCE OF THE CONTRACT: The time given for delivery or despatch shall start from the date of receipt of order by the Contractor. The time for the date of delivery or despatch 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 delivery of such stores may be delayed . The maximum liquidated damages 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) weeks, 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 Contractor 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 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 effect the performance of the contract within a reasonable time. Requests for 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 for inspection and no stores shall be delivered until the inspection officer has certified that the stores have been approved by him.

6. REMOVAL OF REJECTION: When any stores delivered to the consignee are rejected at the consignees 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 despatch, 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 despatch, 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 (i/c)

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.



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MORMUGAO PORT TRUST

MATERIALS MANAGEMENT DIVISION

TENDER FORM

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

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

I/We agree if my /our tender if accepted in whole or in part to execute 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.

Technical Description

Sr. No.	Description	Unit	Quantity
1.	8 Port 10/100 Fast Ethernet Switch	No.	15
2.	RJ45 Connector	No.	250
3.	Keystone	No.	250
4.	Face plate single port	No.	150
5.	Face plate dual port	No.	50
6.	Surface mount box for single port	No.	150
7.	Surface mount box for dual port box	No.	50
8.	UTP Cable (CAT6) 305 metres/Bundle	Mtr.	1000 mts.
9.	OFC Patch Cord SC-SC	No.	04

MATERIALS MANAGER (i/c)

Signature of Tenderer with company seal

NB : Kindly submit this annexure duly signed and stamped in acceptance of the terms & conditions given therein.

ANNEXURE-I

PRICE SCHEDULE

OFFER NO. _____ DATE: _____

TENDER NO. MM/NS/CME/ARC/IT/351 DUE ON: 22.12.2016

Sr. No	Code No.	Description	Qty.	U/ Rate (Basic)+ Rs. (a)	PF Rs. (b)	ED Rs. (c)	VAT/ CST Rs. (d)	Fre- ight Rs. (e)	Insu- rance Rs. (f)	Ot- hers Rs. (g)	TOTAL FOR DESTI- NATION PRICE Rs. (a+b+c+d +e+f+g)	Brand /Make
1.	N.S. 1	8 Port 10/100 Fast Ethernet Switch	15 nos.									
2.	N.S. 2	RJ45 Connector	250 nos.									
3.	N.S.3	Keystone	250 nos.									
4.	N.S.4	Face plate single port	150 nos.									
5.	N.S.5	Face plate dual port	50 nos.									
6.	N.S.6	Surface mount box for single port	150 nos.									
7.	N.S.7	Surface mount box for dual port box	50 nos.									
8.	N.S.8	UTP Cable (CAT 6) 305 metres/Bundle	1000 mts.									
9.	N.S.9	OFC Patch Cord SC-SC	4 nos.									

1. The tenderers are requested to fill up the above details and submit the same in cover - II
2. Offers not given in above format are liable to be rejected.
3. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding VAT – Value Added Tax
4. Mention 'NA' if taxes/duties etc are not applicable.

Date: _____

Name, Signature & Seal of the Tenderer

NOTE: Kindly fill this Price Schedule (Annexure-II) and submit duly signed and stamped in Cover-II else your offer is liable to be rejected.

DETAILS FOR SUBMISSION BY VENDORS ALONG WITH TENDER.

A. VENDOR DETAILS OF VENDOR

1.	Name of the Organisation	
2.	Address (in detail)	
3.	Telephone no.	
4.	E-mail ID	
5.	PAN No.	
6.	Tax Identification No. (TIN)	
7.	Service Tax Registration No.	
8.	Service Tax Registration Code	
9.	CST Registration No.	
10.	Employee Provident Fund (PPF)	
11.	Employee State Insurance Scheme (ESIC) Registration No.	

B. BANK DETAILS OF VENDORS.

1.	Bank Name	
2.	Bank Branch Address (in detail)	
3.	Bank Branch Code	
4.	Bank Account No.	
5.	Bank Account Type	
6.	Magnetic Ink Character Recognizer (MICR)	
7.	IFSC Code.	