

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

Quotation no. CME/XEN(G)/CONTRACT/2022/03.



आईएसओ 9001-2015 पत्तन
AN ISO 9001-2015 PORT

QUOTATION

FOR

**“Monitoring of Stack gas, Noise level and Ambient Noise level
of 10 Nos. DG sets at Mormugao Port Authority on yearly basis
for a period of 03 years”**

Due at 11.00A.M on 27/04//2022

Website : <https://www.mptgoa.gov.in/>

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

Quotations are invited in a sealed cover from experienced firms duly superscribed as QUOTATION FOR **“Monitoring of Stack gas, Noise level and Ambient Noise level of 10 Nos. DG sets at Mormugao Port Authority on yearly basis for a period of 03 years”**.

Details about Quotation:

Quotation No.	CME/XEN(G)/CONTRACT/2022/03
Name of Work	Monitoring of Stack gas, Noise level and Ambient Noise level of 10 Nos. DG sets at Mormugao Port Authority on yearly basis for a period of 03
Completion Period	Within 10 days of intimation by MPA every year
Estimated Cost (INR)	Rs.1,18,350/- (excl. of GST)
EMD	Rs.2,793/- (Rupees two thousand seven hundred and ninety three only incl. of 18% GST). Bidder claiming exemption under MSME shall produce exemption certificate as per clause 1.2.2.2 of this document.
Cost of Quotation Document	Free of Cost
Security Deposit	3% of the contract value as per Section-I, General Terms & Conditions, clause No 1.7.
Payment terms	100% payment within 30 days after submission of test reports and invoice with all other supporting documents.
Bid Submission	As indicated at clause no. 1.6.
Bid Validity	120 Days from the due date of submission of the quotation.
Guarantee Period	Not applicable.
Date of submission	27/04/2022 till 11:00 Hrs.
Date of Opening	27/04/2022 at 11:30 Hrs
Address for communication and submission of bid:	Executive Engineer (G), Engineering Mechanical Dept., Mormugao Port Authority, Headland Sada, Goa – 403804.
Contact Details	Phone : 0832-2594230, 8805209387 ; Email : xeng.mpa@gmail.com
Website	https://www.mptgoa.gov.in/

EXECUTIVE ENGINEER (G)
MORMUGAO PORT AUTHORITY

SECTION – I

1.0. GENERAL TERMS AND CONDITIONS

1.1. Cost of the Quotation Document: Free of cost

1.2. Earnest Money Deposit:

1.2.2.1. The Bidder shall furnish an EMD of Rs.2,793/- (Rupees two thousand seven hundred and ninety three only incl. of 18% GST). The E.M.D. shall be submitted in the form of DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Vasco, Goa. The quotation not accompanied with EMD shall be summarily rejected, except in the case as per clause No 1.2.2.2

1.2.2.2. 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 EMD on producing self-attested valid supporting certificates issued by the governing body.

1.2.2.3. In the event of Bidder withdrawing his Bid before the expiry of bid validity period of 120 days from the date of opening of Price Bid, the Bid (Quotation) submitted by the Bidder shall be cancelled and EMD shall be forfeited.

1.2.2.4. The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Security Deposit as stipulated in the Quotation document.

1.2.2.5. MPA 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 15 days from the date of issue of Purchase Order (PO). In the event of forfeiting the EMD / Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.

1.2.2.6 In addition to above, the EMD shall be forfeited by the Port in the following events:

- i.) If the Bid is withdrawn or varied or modified in a manner not acceptable to Port during the validity or extended validity period as agreed by the Bidder.
- ii.) If the Bidder tries to influence the Bid evaluation, bid comparison or contract award decision.
- iii.) In case the Bidder, submits false certificate in terms of any documents supported to the Quotation / Enquiry.
- iv.) In case the bidder is found to indulge in corrupt or fraudulent practices at any stage including the execution of the contract.
- v.) The successful Bidder fails within the specified time limit to submit the Security Deposit.
- vi.) Fails to commence the work on the specified date as per LOA.

1.2.2.7 In case the Firm has submitted MSME certificates as per clause no. 1.2.2.2, for participating in the tender inquiry, then the firm may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities, if

- 1.2.2.7.1 The MSME Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 1.2.2.7.2 The successful Bidder fails within the specified time limit to
- (i) Submit the Performance Security or
 - (ii) Fails to commence the work on the specified date as per LOA.
 - (iii) Clause nos. 1.2.2.6 (i) to 1.2.2.6(iv) are also applicable for bidders seeking MSME exemption.

1.3. Minimum Eligibility Criteria (MEC):

The bidder shall be recognized by Ministry of Environment and Forest (MoEF), Govt. of India, New Delhi under the Environment (Protection) Rules, 1986 and have valid certificate of Accreditation to NABL (copy of recognition by MoEF and certificate of Accreditation to NABL shall be enclosed).

OR

The bidder shall have a Memorandum of Understanding with a firm recognized by Ministry of Environment and Forest (MoEF), Govt. of India, New Delhi under the Environment (Protection) Rules, 1986 and having a valid certificate of Accreditation to NABL, for conducting the testing on their behalf. (Copy of recognition by MoEF , certificate of Accreditation to NABL and MoU shall be enclosed).

1.4. Evaluation of the Bid:

1.4.1. An offer shall be considered responsive and for evaluation if :-

- (i) It is accompanied by requisite EMD or exemption certificate as per clause 1.2.2.2,
- (ii) The validity of the offer is same as stipulated in the quotation document,
- (iii) It meets the Minimum Eligibility Criteria and have furnished documents as indicated at 1.3..
- (iv) The Bid is received by Port by Due date and time of submission including any extension thereof.

1.4.2. In case the bidder submits Bid with alterations/additions, conditional offer / imposes own terms and conditions / does not accept tender conditions completely, his/her Bid shall be summarily rejected.

1.4.3. **Evaluation** will be done on Basic Price (Total of price in the Price Schedule (BOQ)) and lowest offer shall be considered among all Bidders for award of work. 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. In case the rates quoted in figures and words are not identical, then the rates entered in words shall be deemed as the price quoted for the item in question.

1.5. Bid Validity:

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

1.6. Submission of Quotation

1.6.1. The sealed envelope containing EMD or SSI/MSME exemption certificate; and the documents mentioned at clause no 1.3. (MEC) should be superscribed as “Monitoring of Stack gas, Noise level and Ambient Noise level of 10 Nos. DG sets at Mormugao Port Authority on yearly basis for a period of 03 years”, along with the duly filled price schedule and shall be dropped before the due date and time in the TENDER BOX located on second floor of the Port’s Administrative Bldg. Mechanical Engineering Department at Headland Sada.

1.6.2. Bidder shall submit only one quotation by due date and time. In the event the Bidder is submitting more than one quotation, then all his quotations shall not be opened and summarily rejected.

1.6.3. The Bidder shall be allowed to be present during the opening of the quotation, in-case he/she desires to. However, necessary COVID-19 related SOPs to be followed and valid RT-PCT test report / vaccination certificate to be produced before the CISF at the main gate.

1.7. Security Deposit:

The contractor shall within 15 days from the date of issue of PO, shall furnish a DD towards Security Deposit equivalent to 3% of the contract value, rounded off to nearest 100 rupees. The DD shall be from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPA, payable at Vasco, Goa.

The Security Deposit will be refunded to the contractor after satisfactory completion of contractual period as per clause no. 1.9.

The Board may, at its 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.

1.8. Completion Period: Within 10 days of intimation by MPA.

1.9 Contract period:

(i) The Contract period shall be from 01.06.2022 to 31.05.2025.

(ii) Periodicity of testing is once a year (one visit in a year) tentatively in the month of June of the contract period or as otherwise intimated by MPA. However, there may be more than one visit per year in case of statutory requirements of the Government. Bidders shall accept the same rates quoted, for additional visits if any.

1.10. Payment Terms:

100% payment shall be made after submitting test reports and invoice for each visit / work completed to the satisfaction of Port.

The payment will be released within 30 days 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 alongwith other details as per Appendix-I. The payment will be made in ECS mode. A copy of the PAN card, GST Registration, EPF& ESI registration shall be furnished.

1.11. EPF/ESI : Applicability of EPF and ESI Act (applicable in case of manning)

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 of EPF 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.

1.12. 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.

1.13. Gate Pass:

Necessary RFID entry passes shall be obtained by the Contractor for vehicle, material and personnel, at their own cost with the approval of Port Officials for entry into Port area. The same can be obtained online from our website www.mptgoa.gov.in.

1.14. Injury/Damage to persons and property:

- i.) 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.

1.15. Force Majeure:

Notwithstanding anything in this contract to the contrary, neither the MPA 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.

1.16. 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.

1.17. 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.

1.18. Work not to sublet:

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

1.19. Indemnification:

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.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision

1.20. Taxes:

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 Authority (MPA) to enable Port to avail eligible Input Tax Credit (ITC). The Contractor shall indemnify MPA 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 MPA within 7 days from the date of intimation by MPA about non-availing of eligible ITC. MPA 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 MPA.

1.21 Memorandum of Understanding (MOU):

The MOU, if applicable as per clause no. 1.3(MEC), shall contain the following minimum terms and conditions:

- i) The name of the firm that would conduct the analysis on the part of the bidder.
- ii) The MOU shall be valid at the time of submission of bid and shall be renewed from time to time for the entire duration of the contract.

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 ladder mounted Crane shall be provided by the Port free of cost wherever there is no access available for testing and execution of the work 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. Statements of salary made to labourers through bank shall be furnished with the bills.
- vii) The monitoring/ test reports shall be submitted within 15 days of testing.
- viii) Address for communication and submission of bid:
Executive Engineer (G)
2nd floor, A.O. Bldg, Engineering Mechanical Dept., Mormugao Port Authority, Headland Sada,
Mormugao, Goa – 403804.
Phone: 0832-2594230, 8805209387
- xi) Further amendments if any, visit our website <https://www.mptgoa.gov.in/>

**EXECUTIVE ENGINEER (G)
MORMUGAO PORT AUTHORITY**

SECTION-II
TECHNICAL SPECIFICATION
SCOPE OF WORK

Mormugao Port Authority invites a quotation for the work of “**Monitoring of Stack gas, Noise level and Ambient Noise level of 10 Nos. DG sets at Mormugao Port Authority on yearly basis for a period of 03 years**”.

The successful bidder will have to carry out the work of testing is once a year (one visit in a year) in the month of June of the contract period as per the following schedule.

- 1) Stack Gas Monitoring to be carried out on 10 nos. DG sets with 01 sample to be collected on each DG set.
- 2) a) Monitoring Noise level at day time between 6.00 am to 10.00 pm for 10 DG sets with 01 Sample to be collected on each DG set.
b) Monitoring Noise level at night between 10.00 pm to 06.00 am for 10 DG sets with 01 Sample to be collected on each DG set
- 3) Monitoring Ambient Noise level : 6 samples each to be collected in 24 hrs on 10 DG sets with a gap of 4 hours between each sample

The capacities of above 10 nos. DG sets installed in the Port area are as given below:

Sr. No.	Location	Capacity	Make
1	A.O. Bldg, DG No. 1	500 KVA	Caterpillar
2	A.O. Bldg, DG No. 2	125 KVA	Kirloskar
3	MPA Hospital	320 KVA	Greaves
4	MM Complex	250 KVA	Caterpillar
5	Berth No. 10, DG No. 1	320 KVA	Greaves
6	Berth No. 10, DG No. 2	300 KVA	Greaves
7	Gate No. 9	160 KVA	Greaves
8	Cruise Terminal	125 KVA	Kirloskar
9	Railway Panel, DG No. 1	15 KVA	Mahindra
10	Railway Panel, DG No. 2	15 KVA	Mahindra

The parameters to be furnished in test reports include date of sampling, test location, time of sampling, material of stack, stack height from G.L., type of fuel used, fuel consumption, type of stack, flue gas temperature, velocity, diameter of stack, gas volume, PM, SO₂, NO_X, HC, CO, noise and ambient noise level monitoring report, calibration details of instruments used, etc. along with their permissible limits as per latest directives issued by Goa State Pollution Control Board (GSPCB).

Note: The certificate should indicate the present value and permissible limits also.

EXECUTIVE ENGINEER (G)
MORMUGAO PORT AUTHORITY

SECTION-III
PRICE SCHEDULE (BILL OF QUANTITIES – BOQ)

Name of the Work: “Monitoring of Stack gas, Noise level and Ambient Noise level of 10 Nos. DG sets at Mormugao Port Authority on yearly basis for a period of 03 years ”.

Quotation No.: CME/XEN(G)/CONTRACT/2022/03

Sr. No	Description	HSN / SAC Code	Unit	Qty of DG sets	Rate/Unit (Rs.)		Amount (Rs.)	Applicable GST (%)
					In Fig	In Words		
A	B	C	D	E	F	G	H=Ex F	I
1.	Stack Gas Monitoring of DG sets (1 sample per DG set)		Nos.	10				
2.	Monitoring Noise level at day between 6.00 am to 10.00 pm (1 Sample per DG set) and at night between 10.00 pm to 06.00 am (1 Sample per DG set)		Nos.	10				
3.	Monitoring Ambient Noise level (Total 6 samples in 24 hrs on each DG set with a gap of 4 hours between each sample) (6 Samples per DG set)		Nos.	10				
4.	Total amount per visit							
5.	Total amount for 3 years (Sr.no. 4 x 3 visits)							

Total for 3 years (In Words) Rupees _____ only.

Date:

Signature:

Place:

Name:

Address:

Office Seal of firm

- Note:**
- Prices shall be inclusive of Sampling charges and transportation charges.
 - The offered rates shall be exclusive of GST.
 - Evaluation will be done on Basic Price (Total of price in the Price Schedule (BOQ)) exclusive of G.S.T. and shall be considered lowest among all Bidders for award of work subject to approval by Competent Authority.
 - The rates in figures and words should be the same, any discrepancies observed, the rate indicated in words shall be considered for evaluation. Also, any discrepancy noticed while calculating amount or summing up the total, the value indicated in words shall be considered for evaluation.

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:
