



An ISO 9001:2015 Certified
ISPS Code Compliant Port

MORMUGAO PORT TRUST ENGINEERING MECHANICAL DEPARTMENT

e-TENDER No. CME/EDP/11/2019/01

e- TENDER

FOR

**“CAMC for the Port’s DELL make Servers and three years subscription
for renewal of VMware License.”**

**THROUGH e-TENDER ON WEB SITE
<https://eprocure.gov.in/eprocure/app>**

Due at 10:30 hrs on 05.12.2019

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT
e - TENDER NO: CME/EDP/11/2019/01

**e – tender for “CAMC for the Port’s DELL make Servers and three years
subscription for renewal of VMware License.”**

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MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

e-PORTAL NOTICE INVITING TENDER

e - Tender NO: CME/EDP/11/2019/01

e-Tenders are invited for the work of "**CAMC for the Port's DELL make Servers and three years subscription for renewal of VMware License.**"

Submission Date: 05.12.2019 at 10:30 Hrs.

Opening Date: 06.12.2019 at 11:00 Hrs.

Further details <https://eprocure.gov.in/eprocure/app>

CHIEF MECHANICAL ENGINEER

MORMUGAO PORT TRUST
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING ONLINE TENDER (NIOT)

Details about tender:

| | | |
|-----------------------------|--|---|
| Tender inviting | CHIEF MECHANICAL ENGINEER, MORMUGAO PORT TRUST | |
| e - Tender No. | CME/EDP/11/2019/01 | |
| Name of Work | “CAMC for the Port’s DELL make Servers and three years subscription for renewal of VMware License.” | |
| Estimated Cost (INR) | Rs. 16,27,781.00 | |
| Bidding Type | Open (<i>eTender Mode Only</i>) | |
| Bid Call (Nos.) | One | |
| Tender Currency Type | Single | |
| Tender Currency Settings | Indian Rupee (INR) | |
| Joint Venture | Not Allowed | |
| Tender Cost | Rs. 2000.00 | Mode of Payment : e-Payment Only |
| EMD Cost | Rs. 25,000.00 | |
| Payment of Tender Fee & EMD | <p>The Tender fee shall be paid in e-payment mode only. The details for processing payment through NEFT/RTGS/Net Banking are as given at ANNEXURE-II. EMD’s below Rs 10 lakhs may be paid in e-payment mode.</p> <p>For exemption of EMD, the Certificate from SSI/MSME registered with NSIC shall be submitted in electronic format (by scanning) while uploading the bid.</p> <p>Mode of Payment towards Tender fee to be paid online through e-Payment mode before due date via :</p> <ol style="list-style-type: none"> i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS). Tenderer requires download pre-printed Challan towards credit of ITG available on e-tender website and make its payment through any of their Bank. ii. Net Banking: Payment can be made through the Internet Banking of any Bank. <p>Note: Any Payments made through NEFT/RTGS/ Net Banking will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS/ Net Banking should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans or mention the UTR No. in the e-Tender website as a token of proof of payment.</p> | |
| | 10 % of the contract value. Two parts: | |

| | |
|---------------------------------|--|
| Security Deposit | (i) 5% on contract value – to be furnished within 30 days of placement of order/LOA. (ii) 5% retention money deducted from the running bills. |
| Performance Guarantee | The Security deposit as indicated above shall be towards Performance Guarantee for the period of three years during the CAMC period. |
| Completion Period | Not applicable |
| CAMC period | 3 (three) years. |
| Qualifying Criteria./] | <p><u>MINIMUM ELIGIBILITY CRITERIA (MEC)</u></p> <p>i) The Average Annual Financial Turnover during the last Three (3) years ending 31st March 2019 should be at least INR Rs. 4,90,000.00. Auditors report in original certified by CA, for the years 2016-17, 2017-18, 2018-19 including relevant P/L a/c and balance sheet to be submitted.</p> <p>ii) Relaxation of the Average Annual Financial Turnover to SSI/MSME registered with NSIC to Rs 2,45,000.00 subject to meeting of quality and technical specifications.</p> <p>iii) 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:-</p> <p style="padding-left: 40px;">a) One similar completed work of contract value not less than Rs. 13,02,230.00 (or)</p> <p style="padding-left: 40px;">b) Two similar completed works of contract value not less than Rs. 8,13,890.00 each (or)</p> <p style="padding-left: 40px;">c) Three similar completed works of contract value not less than Rs. 6,51,120.00 each</p> <p>‘SIMILAR’ Works – means ‘Maintenance on hardware of Servers, handling virtualisation software, Virtual servers and providing first level MSPL support for all installed operating system on these Servers’</p> <p>The above work shall be carried out in any State/Central Govt. / PSU’s and reputed private organizations in respect of providing AMC Support Services for such hardware.</p> <p>PI Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2016-17, 2017-18, 2018-19 (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> <p>iv) The bidder should be an authorized DELL partner [dealership certificate to be enclosed]/MAF Certification.</p> |
| Date & Place of Pre Bid Meeting | 25.11.2019 @ 1000 Hrs. Conference Room, Office of the Chief Mechanical Engineer, Mormugao Port Trust, A.O. Bldg., Headland Sada, Goa - 403 804. |

| | |
|---|---|
| Last Date & Time for Receipt of Bids | 05.12.2019 @ 10:30 Hrs. |
| Bid Opening Date | Techno-commercial Bid (Cover-I) will be opened on 06.12.2019 @ 11:00hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid. |
| Bid Validity | 120 days from the last date fixed for receiving the tender. |
| Online Documents required to be submitted by scanning | a. Copy of documents viz. Work Order, Completion certificate with performance, Financial Turnover, Auditor's report, Balance sheet, P/L account statement etc. Financial Turnover Certificate as at Appendix-II. b. Entire Tender document, each page and form duly signed and filled in. |
| Address for communication: | Chief Mechanical Engineer, Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804. |
| Contact Details | For Tender related queries: Phone; 0832-2594208/38 Email: john.fernandes@mptgoa.gov.in , shivangi.vengurlekar@mptgoa.gov.in For e-tendering help contact: The Help Desk will be your first point of contact at NIC. Telephone: For any queries, please call 24 x 7 Helpdesk No.: 0120-4001062, 0120-4001002, 0120-4001005, 0120-6277787 For assistance: Shri Ankit Nandanwar – 8975336251. Email: Kindly send your Technical queries to cppp-nic@nic.in Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details. For any issues/ clarifications relating to the tender kindly contact Email: etenders@mptgoa.gov.in |
| Website | https://eprocure.gov.in/eprocure/app |

Format and Signing of Bid

The Price Bid to be submitted online shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.

The Bid shall contain no alterations/additions, except those to comply with instructions issued by Port.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidders then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any Addendum/Corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the BG/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **blue coloured** (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Chief Mechanical Engineer for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SECTION – I
INSTRUCTION TO TENERERS (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 “CAMC for the Port’s DELL make Servers and three years subscription for renewal of VMware License”.
- 1.2 Bidder is required to submit their tender offer in the form of Two cover system on or before due date (Refer NIOT). The time of opening of technical bid is as indicated at NIOT.
- 1.3 The Notice Inviting Online Tenders (NIOT) 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 Web site. 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) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2019 should be at least **INR Rs. 4,90,000.00** . Auditors report in original certified by CA, for the years 2016-17, 2017-18, 2018-19 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 is **Rs. 2,45,000.00** 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. 13,02,230.00**
(or)
- b) **Two** similar completed works of contract value not less than **Rs. 8,13,890.00 each**
(or)
- c) **Three** similar completed works of contract value not less than **Rs. 6,51,120.00 each**

‘SIMILAR’ Works – means “Maintenance on hardware essentials of Servers, handling virtualisation software, Virtual servers and providing first level MSPL support for all installed operating system on these Servers”

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

PI Note: The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2016-17, 2017-18, 2018-19 (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 NIOT.

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 including inspection of site.
- b. The Bidder is advised to get acquainted himself with the job involved at the site, 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. **25,000/-**, without EMD the tender shall be treated invalid.
- 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 Proposal 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 - VI**.
- 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 favour 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

- (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. 2000/- and the Earnest Money Deposit of Rs. 25,000/- has been remitted through e-payment as indicated at the NIOT. (Exemption may be claimed towards EMD by producing an attested copy of registration certificate from SSI/MSME registered with NSIC, which shall be submitted while uploading the bid.
 - 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 2016-17, 2017-18, 2018-19 as per Appendix II, 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 to be submitted in electronic format.
 - e. The Power of Attorney, as per Appendix V, to be furnished in electronic format.
 - f. Entire tender document, i.e. each page and forms duly filled, 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 VII.
 - h. The bidder shall submit copy of valid GST Registration Certificate, PAN, EPF registration and ESI registration number.
 - i. The Bidder should not be blacklisted by any Government or Non-Government Organization as per Appendix VI.

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 NIOT. 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.

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 nonmaterial nonconformities 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 its 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 (hereinafter 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.
- c. **SCHEDULE OF PRICE**
 - The Schedule of price/BOQ shall be read in conjunction with all other sections of bidding document.
 - The prices offered shall be firm and exclusive of taxes and duties. The GST component shall be indicated separately. However, any new tax imposed by State/Central Govt. will be reimbursed on producing documentary proof.
 - Evaluation will be done on basic price

- d. Bidder shall quote for the work after careful analysis of cost involved for the performance of the works as per Scope of Work, Scope of Supply, Specifications, Standards, 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.

1.17 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.

1.18 PRE-BID CONFERENCE

MPT shall hold a pre-bid meeting, in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The meeting shall be held at Conference Room, Office of the Chief Mechanical Engineer, A.O. Bldg., MPT, Headland Sada 403 804 as per NIOT. Bidders are advised to forward their queries to the Chief Mechanical Engineer, MPT, on or before the scheduled date of the pre-bid meeting on following email ids john.fernandes@mptgoa.gov.in and shivangi.vengurlekar@mptgoa.gov.in. If there are any further queries after Pre-Bid Conference, the same shall be submitted within the due date which will be indicated during Pre-Bid meeting. No queries will be entertained after this due date. The queries received from all the prospective Bidders would be consolidated and Port's clarification to the same would be uploaded on the website. The clarifications so issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

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 BOQ 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 adhoc 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.
- f. Micro and Small Enterprises participating in the tender, quoting price within price band of L1+15 per cent will be allowed to supply a portion of requirement by bringing down their price

to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise will be allowed to supply up to 20 per cent of total tendered value, subject to meeting of quality and technical specifications. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionally (to tendered quantity)

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**

2.0 SCOPE OF WORK

The scope of work involves comprehensive maintenance contract of DELL make servers installed at Mormugao Port Trust, virtualisation software, Virtual servers and first level support for all installed operating system on these Servers.

1. The tenderer shall have back to back support from OEM, DELL for maintenance of servers. The scope of hardware covered also includes repair/ replacement of RAMs, Processors, storage devices and any other component required for normal functioning of entire system.
2. The tenderer shall provide 24 x 7 service to diagnose the system faults and provide necessary rectifications. Tenderer shall provide a single point of contact for dealing with all incidents, with a clear escalation matrix for resolution of issues.
3. The tenderer shall renew virtualisation software license/subscription for a period of 3 years in favour of the Port. The tenderer shall carry out renewal of license and reinstatement of servers within 18 days from the placement of LOA.
4. The tenderer shall have a response time of three hours or less upon notifying the need for immediate maintenance services by the Port. If not, a penalty of Rs. 5000/- per day shall be imposed.
5. The tenderer shall repair / replace the faulty components of the equipment's without any extra cost. The replaced component/parts should be of same or higher specification.
6. The tenderer shall carry out monthly preventative maintenance of system including physical and virtual servers and shall submit the report of all the checks done and status of equipment.
7. The tenderer shall upgrade the software products to the latest version required for smooth functioning of system.
8. The system is designed for redundant operation, even incase of failure of any sub component, system performance should not be affected/deteriorated. The tenderer shall be responsible for maintaining this redundancy at all times by replacing/ repairing the parts as early as possible.
9. The Port takes back up of data at regular intervals, in case there is data loss due to hardware failure. The tenderer shall assist in restoring data from the back up devices.

10. The tenderer shall provide first level support for the operating systems installed on the servers (physical/virtual) including solving any problem on Operating Systems, Re-installation of OS if required and troubleshooting any problem with Operating Systems effecting the server operations. They shall work in coordination with the onsite Engineer for early rectification of faults.
11. Maintenance of the hardware shall be performed by qualified maintenance engineers thoroughly familiar with the equipment and with adequate experience to handle all the proprietary equipment's of the manufacturers. This is to ensure equipment safety.
12. Necessary tools and tackles shall be arranged by the successful bidder for carrying out the tendered works.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITION AND INTERPRETATIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby 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 thereto, 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 thereto 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 authorised by Chief Mechanical Engineer for the work.
- n. "Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer- In – Charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-In- Charge.
- o. "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.
- p. "Writing" shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- q. "Defect Liability Period" has the meaning assigned in the clause No. 3.26 of the tender document.
- r. "Month" means calendar month.
- s. "Day" means calendar day.
- t. "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.
- u. "Foreign currency" means the currency other than Indian Currency.
- v. "Commissioning of Equipment" has the meaning assigned in clause no.3.30.i of the tender document.
- w. "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- x. "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 thereafter 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 the matter to the officer above the rank who will thereupon confirm, reverse or vary such decision, and the same shall be final and not arbitrable.
 - 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 arbitrable.

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. Contractor shall furnish Bank Guarantee towards the performance of the work as per **Clause 3.14** of this tender document.
- c. If the Port shall consider himself entitled to any claim under the Performance Guarantee he shall forthwith so inform the Contractor specifying the default of the Contractor upon which he relies. 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.
- d. 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 a fresh 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 forthwith 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 PATENT RIGHTS

- a. The Contractor shall fully indemnify the Port against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, Design, trademark or name, copyright or other protected rights in respect of any machine, Plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.
- b. All payments, or otherwise shall be deemed to be included by the Contractor in the Prices named in the tender and shall be paid by him to whom they may be payable.

- c. In the event of any claim being made or action brought against the Port in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and he shall, with the assistance if he so requires of the Port, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to the Port such security as shall from time to time, reasonably required by the Port to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost which might be payable by Trustees in respect of or as result of any negotiation or litigation.

3.8 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.

3.9 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 such 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 non competitive 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.

3.10 AMC PERIOD

The duration of the contract is for a period of 3 years with effect from date of renewal of virtualisation software license and reinstatement of servers.

3.11 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.

3.12 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.

3.13 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 403 802 to gain entry into the Trust's premises.

Necessary Harbour Entry Permits shall be obtained by the Contractor for the Resident Engineers and their vehicles at their own cost during the contract period with the approval of Port Officials.

3.14 SECURITY DEPOSIT

- (i) The contractor shall within 30 days from the date of LOA, shall furnish a DD from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa, or Bank Guarantee towards Security Deposit. This Security Deposit as indicated above shall be towards Performance Guarantee for the period of **three** years during the CAMC period.

- (ii) Security deposit shall consist of two parts:
 - a) The DD or Bank Guarantee 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% (DD 5% and 5 % Retention money) shall be returned after completion of contract period.
- (iii) On receipt of full deposit as arrived above in any manner aforesaid the Earnest Money submitted with the Tender will be refunded/ BG towards EMD discharged. 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.

3.15 SIGNING OF AGREEMENT

- (i) The Contractor shall execute an Agreement with the Trust within 45 days 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 + 3 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.

The Contract Agreement shall include amended final tender document, pre- bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

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.

However, the quantity variation shall be altered $\pm 30\%$.

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 thereupon, the same shall be explained by the Engineer-in-charge or his authorised representative.
- c. The explanation of Engineer-in-charge or his authorised 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 and drawings, even though such work and things are not specifically shown and described therein.

3.18 CONTRACTOR'S EQUIPMENT

- a. The Contractor shall be responsible for supply, use and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.

- b. MPT may, if they deem fit, direct the Contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow MPT's directions/instructions.

3.19 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.
- 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 amongst his 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 moneys due or that they become due to the Contractor under this Contract or any other Contract or 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 subsection (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 and its amendments.
- 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 them or under their control.

3.20 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 Display of notices regarding wages etc:
The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Port.

d 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 sub Contractor 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.

3.21 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.

3.22 INCOME TAX DEDUCTION

Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Contractor. TDS will be deducted at the rate of 2% of value of supply of goods or services 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 TDS.

3.23 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.

3.24 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.

3.25 MPT's LIEN

MPT shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or 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.

3.26 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 an 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.

3.27 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 Mumbai- Goa bench. The cost towards Arbitration shall be equally shared.

3.28 DEFAULTS & TERMINATION

1. DEFAULT:

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

- a) In case the commencement of the work cannot be effected within 30 days from date indicated in the LOA.
- 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 commence the subject work during the said 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 one months (termination period) notice within which time the Contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the Contractor to do so, MPT shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPT. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the Contractor before taking possession of such equipment. Also, in such event, the Contractor shall not be entitled to claim any compensation from MPT for any damage that may occur during such removal and keeping of the equipment at any location by MPT. Also in case of termination of the contract the security deposit will be forfeited.
- (c) During the notice period of one month 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 users 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.

3.29 FORCE MAJEURE

If the tendered works are 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 the contract period.

3.30 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.

3.31 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 endeavours 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.

3.32 DEFAULT OF MPT

Interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Port.

3.33 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.

3.34 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 enforceability of any other provisions and conditions of the contract.

3.35 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/Bid bond.

3.36 SUB-LETTING OF THE WORK

The bidder shall indicate in his offer the works, which he intends to sublet to the sub-Contractors. The Contract Agreement will specify the major works for which the Contractor proposes to engage the Sub-Contractor. The Contractor from time to time propose any addition or deletion to the list and will submit proposals in this regard to the Engineer-in-Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge will not relieve the Contractor from any of his obligations, duties and responsibilities under the contract.

3.37 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 to work at the Site. 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.

3.38 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.

3.39 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.

3.40 TERMS OF PAYMENT

3.40.1 Payment shall be released as per the following terms:

- a) Payment for Re-instatement and VMware subscription shall be release within 15 days from successful completion of installation/renewal process of the same.
- b) Payment for CAMC of DELL servers and OS Support shall be released quarterly on pro-rata basis, after deducting any penalties applicable for that quarter. However, the contractor shall submit the complete report/relevant documents along with the bill.
- c) The payment will be released within 15 days after the receipt of undisputed bills in duplicate and with all other supporting documents for running bills/30 days for final bills from the date.

Payment of contractors bills through ECS :

- a) 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.
- b) Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.
- c) 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-updation of bank account nos. may result in payments being made to an unrelated account for which MPT will not be responsible.

3.41 LIQUIDATED DAMAGE (LD)

In the event of failure by the contractor to carry out renewal of virtualisation software license and reinstatement of servers within 18 days from the placement of LOA, the contractor shall pay the Board as Liquidated Damages for delay to complete the above 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.

3.42 FACILITIES PROVIDED BY PORT

- a) Free Electric Power in A.C., single phase, 230 V, 50 Hz will be for provided for execution of the contract work subject to availability. However, contractor shall arrange all cabling switch gears, etc.
- b) Accommodation, if required, shall be provided in the Port quarters to the contractor/his employees, on chargeable basis as per prevailing Scale of Rates subject to availability.

3.43 CRECHE FACILITIES

The Contractor shall provide 'Creche' facilities at the camp offices/work site to the children of working mother.

3.44 EXTENDING OF WELFARE /SOCIAL SCHEMES TO CONTRACT WORKMEN / EMPLOYEES

List of Welfare and Social Schemes to be extended to the contract workmen/employees have been appended at **Annexure-I**. Contractor shall ensure that the same shall be extended to the workmen

**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, Technical Specifications and shall inspect the site to acquaint himself with the nature of work local working conditions etc., 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 The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
- 4.6 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.
- 4.7 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. The successful Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the successful Tenderer.
- 4.8 The successful Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
- 4.9 The watch and ward and storage of materials will be successful Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.

- 4.10 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.
- 4.11 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 **Chief Mechanical Engineer, Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.** Ph. 0832-2521170, Email: shivangi.vengurelekar@mptgoa.gov.in. or john.fernandes@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)

CAMC for the Port's DELL make Servers and three years subscription
for renewal of VMware License

| Sr. No. | Description | Qty | Unit | Rate (Rs.) | Total Amt (Rs.) | GST (%) | GST amount |
|--|--|-----|------|--------------------|-----------------|---------|------------|
| 1 | Dell PowerEdge VRTX Service tag No. D2V1YC2 pro support for 1st year. | 1 | No | | | | |
| 2 | Dell PowerEdge VRTX Service tag No. D2V1YC2 pro support for 2nd and 3rd year. | 1 | No | | | | |
| 3 | Dell PowerEdge M630 Service Tag No.: D2W2YC2, D2W9YC2, D2X5YC2 & D2X6YC2 pro support for 1st year. | 4 | No | | | | |
| 4 | Dell PowerEdge M630 Service Tag No.: D2W2YC2, D2W9YC2, D2X5YC2 & D2X6YC2 pro support for 2nd and 3rd year. | 4 | No | | | | |
| 5 | Re-Instatement Charges for all 5 Servers quoted above | 1 | LS | | | | |
| 6 | First Level MSPL(Microsoft Permissive License) support for Operating Systems for 3 years. | 1 | No | | | | |
| | | | | Sub Total-1 | | | |
| 7 | VS6-ESP-KIT-P-SSS-C==Production Support/Subscription VMware vSphere 6 Essentials Plus Kit for 3 years. | 1 | LS | | | | |
| | | | | Sub Total-2 | | | |
| Grand Total=Sub Total-1 + Sub Total-2 | | | | | | | |

(In words Rupees _____ only)

Note: a) The prices offered should be inclusive of all taxes, duties, levies, royalties and incidental charges except GST. Applicable GST (%) on the goods/services to be indicated in the BOQ. GST will be paid extra as applicable.
b) Evaluation will be done on basic price (exclusive of GST).

LIST OF WELFARE/SOCIAL SCHEMES

SCHEMES TO CLAIM BENEFITS FOR BUILDING WORKERS UNDER THE GOA BUILDING AND CONSTRUCTIONS WORKERS WELFARE BOARD

| SR NO. | NAME OF THE SCHEME |
|--------|---|
| 1. | Maternity Benefit |
| 2. | Pension Benefit |
| 3. | Grant for purchase or construction of House |
| 4. | Disability Pension |
| 5. | Loan for the purchase of tools |
| 6. | Funeral Assistance |
| 7. | Death Benefit |
| 8. | Medical Assistance |
| 9. | Financial Assistance for Education to the children of building workers. |
| 10. | Financial Assistance for marriage |
| 11. | Family Pension |
| 12. | Interim Relief to the beneficiaries affected by Disaster |

UNIVERSAL HEALTH COVER FOR ENTIRE RESIDENT POPULATION OF GOA STATE

| | |
|----|---------------------------------|
| 1. | Deen Dayal Swasthya Seva Yojana |
|----|---------------------------------|

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through NEFT/RTGS/Net Banking as below:-

| | |
|---|--|
| Name of the Beneficiary | MORMUGAO PORT TRUST GENERAL ACCOUNT |
| Address of Beneficiary with PIN Code | Administrative Office Building, Headland Sada, GOA - 403804 |
| PAN Number | AAALMO293P |
| GST | 30AAALM0293P1ZY |
| Name & Mobile Number of responsible person | PRIYANKAR DARJI / 9527589671 / (0832)2594413/21 |
| Name of the Bank and Branch | STATE BANK OF INDIA, Harbour Branch |
| Bank Telephone No. | 0832-2520212 |
| Address of the Bank | STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803 |
| MICR Code of the Bank | 403002024 |
| IFSC Code No. | SBIN0002164 |
| Type of Account and Branch Code | Current Account / Branch Code:- 002164 |
| Account number of the Bank | 10438017048 |
| | MPT GENERAL ACCOUNT |
| Beneficiary E-mail ID | cashmpt@mptgoa.gov.in |

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 “CAMC for the Port’s DELL make Servers and three years subscription for renewal of VMware License” 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 “CAMC for the Port’s DELL make Servers and three years subscription for renewal of VMware License” for a period of three years from the date indicated in 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.
 1. We further agree that in the event of our withdrawing the tender before t
 2. he 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 "CAMC for the Port's DELL make Servers and three years subscription for renewal of VMware License"

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) _____

FORM OF PERFORMANCE GUARANTEE

Bank guarantee bond to be issued by nationalized banks only

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding Rs..... (Rupees only) on demand by the Board.
2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said Bank, further undertake to pay to the Board any amount so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and

conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee.

5. We(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

8. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs.(Rupees.....)and this guarantee is valid up to We shall be released and discharged from all liabilities here under unless a written claim for payment under this guarantee is lodged on us within 6 months from the date of expiry of the guarantee i.e. on or before irrespective of whether or not the original guarantee is returned to us.

Dated the day of For

(indicate the name of the Bank).

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 “CAMC for the Port’s DELL make Servers and three years subscription for renewal of
VMware License” 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 SCANNED DOCUMENTS

| Sr. No. | Description | Tick mark if attached |
|----------------|---|------------------------------|
| 1. | Scanned copy of receipt of EMD payment | <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-V) | <input type="checkbox"/> |
| 9. | Declaration Form (Appendix-VI) | <input type="checkbox"/> |
| 10. | Bank Details (Appendix-VII) | <input type="checkbox"/> |
| 11. | Copies of GST Registration Certificate, PAN, EPF registration and ESI registration number | <input type="checkbox"/> |