



An ISO 9001:2015 Certified  
ISPS Code Compliant Port

## **MORMUGAO PORT TRUST ENGINEERING MECHANICAL DEPARTMENT**

**e-TENDER No. CME/XEN/CANTEEN-CONTRACT/2019.**

**e- TENDER**

**FOR**

**“Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.”**

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

Due at **11:00 hrs on 01.04.2019.**

**MORMUGAO PORT TRUST**  
**ENGINEERING MECHANICAL DEPARTMENT**  
**e - TENDER NO: "CME/XEN/CANTEEN-CONTRACT/2019."**

**e – tender for "Running the canteen facility at Baina-Workshop of MPT for a period of 1 year."**

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**MORMUGAO PORT TRUST**  
**ENGINEERING MECHANICAL DEPARTMENT**

**e-PORTAL NOTICE INVITING TENDER**

**e - Tender NO: "CME/XEN/CANTEEN-CONTRACT/2019."**

e-Tenders are invited for the work of **"Running the canteen facility at Baina-Workshop of MPT for a period of 1 year."**

**Submission Date: "01.04.2019" at 11:00 Hrs."**

**Opening Date: "02.04.2019" at 11:30 Hrs."**

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

**CHIEF MECHANICAL ENGINEER**

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**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.	“ <b>CME/XEN/CANTEEN-CONTRACT/2019.</b> ”	
Name of Work	“ <b>Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.</b> ”	
Estimated Cost (INR)	Rs. “ <b>5,01,600.00</b> ” ( Rupees five lakhs one thousand six hundred only)	
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. <b>5,00/- (Rupees five hundred only)</b>	Mode of Payment : e-Payment Only
EMD Cost	Rs. <b>10,000/- (Rupees Ten thousand only)</b>	
Payment of Tender Fee & EMD	<p><b>The Tender fee shall be paid in e-payment mode only.</b> The details for processing payment through NEFT/RTGS/Net Banking are as given at <b>Annexure-III. EMD’s below Rs 10 lakhs may be paid in e-payment mode</b> and above Rs 10 lakhs can be accepted in the form of Bank Guarantee. The EMD if in the form of Bank guarantee in original shall be furnished to the CME, MPT, Goa, through post or by hand and shall reach on or before the bid opening date for the purpose of realization.</p> <p><b>For exemption of EMD, the Certificate from SSI/MSME registered with NSIC shall be submitted in electronic format (by scanning) while uploading the bid.</b></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"> <li>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.</li> <li>ii. Net Banking: Payment can be made through the Internet Banking of any Bank.</li> </ol> <p><b>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.</b></p>	

Security Deposit	10 % of the contract value in the form of DD/ Bank Guarantee.
Commencement of services	The contractor shall take over the canteen premises and commence the service within 7 days from the 7 <sup>th</sup> day of issue of LOA or from the date specified by Port in LOA.
Contract Period	One (01) Year from date of handing over of canteen premises and commencement of service.
Qualifying Criteria	<p><b><u>MINIMUM ELIGIBILITY CRITERIA (MEC)</u></b></p> <p>i) The <b>Average Annual Financial Turnover</b> during the last Three (3) years ending 31<sup>st</sup> March 2018 should be at least <b>INR Rs. 1,50,480/-</b>. Auditors report in original certified by CA, for the years 2015-16, 2016-17 and 2017-18 including relevant P/L a/c and balance sheet to be submitted.</p> <p>ii) Relaxation of the <b>Average Annual Financial Turnover</b> to SSI/MSME registered with NSIC to <b>Rs.75,240/-</b>-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) <b>One</b> similar completed work of contract value not less than <b>Rs. 4,01,280/-</b>.</p> <p style="text-align: center;">(or)</p> <p style="padding-left: 40px;">b) <b>Two</b> similar completed works of contract value not less than <b>Rs. 2,50,800/- each</b>.</p> <p style="text-align: center;">(or)</p> <p style="padding-left: 40px;">c) <b>Three</b> similar completed works of contract value not less than <b>Rs. 2,00,640/- each</b>.</p> <p>'SIMILAR' Works – means experience in running the industrial canteen, private restaurant, hotels or catering. The above work shall be carried out in any State/Central Govt. / PSU's and reputed organizations.</p> <p>iv) For private hotels, restaurant owners and caterers for the experience purpose, the registration license of minimum two years issued by the Competent Authority.</p> <p><b>PI Note:</b> The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2015-16, 2016-17 and 2017-18 (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, registration license, etc.</p>
Date & Place of Pre Bid Meeting	<b>19.03.2019 @ 10.00 Hrs .</b> 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	<b>01.04.2019. @ 11:00 Hrs.</b>

Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on <b>02.04.2019. @11:30 hrs.</b> 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, registration license, 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:	<b>Chief Mechanical Engineer,</b> Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Trust, A.O. Bldg, Headland Sada, Mormugao, Goa – 403804.
Contact Details	<b>For Tender related queries:</b> Phone; 0832-2594246/4247 Email : xenm.mpt@gmail.com  <b>For e-tendering help contact:</b> The Help Desk will be your first point of contact at NIC. <b>Telephone:</b> For any queries, please call 24 x 7 Helpdesk No.: <b>0120-4001064, 0120-4001002, 0120-4001005, 0120-6277787</b>  <b>Email:</b> Kindly send your Technical queries to <b>cppp-nic@nic.in</b>  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: <a href="mailto:etenders@mptgoa.gov.in">etenders@mptgoa.gov.in</a>
Website	<b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>

### **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 TENDERERS (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 “**Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.**”
- 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 31<sup>st</sup> March 2018 should be at least **INR Rs. 1,50,480/-**. Auditors report in original certified by CA, for the years 2015-16, 2016-17 and 2017-18 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 to **Rs. 75,240/-** 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 4,01,280/-**. (or)
  - b) **Two** similar completed works of contract value not less than **Rs.2,50,800/ each** (or)
  - c) **Three** similar completed works of contract value not less than **Rs. 2,00,640/- each**‘SIMILAR’ Works – means experience in running the industrial canteen, private restaurant, hotels or catering.

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

- iii) For private hotels, restaurant owners and caterers for the experience purpose, the registration license of minimum two years issued by the Competent Authority.

**PI Note:** The Tenderers shall enclose the copy of Annual Financial Turnover for the year 2015-16, 2016-17 and 2017-2018 (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, registration license, 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. **10,000/-** without EMD the tender shall be treated invalid. The **E.M.D. shall be paid through e-payment mode, for amount upto Rs.10.00 lakhs, beyond Rs.10.00 lakhs EMD shall be submitted in the form of BANK GUARANTEE** from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa. If the EMD is in form of

BG it shall be submitted in electronic format (by scanning) while uploading the bid and the original Bank guarantee shall be furnished to the CME, MPT, Goa, through post or by hand and shall reach on or before the date of opening of the bid for the purpose of realization.

- 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.
- Incase of proprietorship, an undertaking by the owner stating that he is the owner/proprietor of the company shall be submitted and all the tender documents submitted shall be

signed by him.

#### **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.5,00/- and the Earnest Money Deposit of Rs 10,000/- has been remitted through e-payment as indicated at the NIOT or exemption claimed by producing an attested copy of registration certificate from SSI/MSME registered with NSIC.
  - 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 2015-16, 2016-17 and 2017-18 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. Registration license of minimum two years issued by Competent Authority in electronic format.
  - f. The Power of Attorney, as per **Appendix-V** or Proprietorship Undertaking as applicable to be furnished in electronic format.
  - g. Entire tender document, each page and forms duly filled, signed and sealed.
  - h. The bank details like name of bank, bank branch, type of account, bank Account no., MICR code, etc as per **Appendix -VII**.
  - i. The Certificate for exemption of EMD shall be submitted by SSI/MSME

registered with NSIC in electronic format (by scanning) while uploading the bid

- ii) The bidder shall submit copy of valid GST Registration Certificate, PAN, EPF registration and ESI registration number.
- iii) 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, drawings, 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 price offered should be firm and inclusive of all taxes & duties except Custom Duty, GST which will be extra as applicable. However, any new tax imposed by State/Central Govt. will be reimbursed on producing documentary proof.

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, Drawings, 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. 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. i) 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.  
ii) 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 SCOPE OF WORK

### 2.0. SCOPE OF WORK:

Mormugao Port Trust intends to run the canteen facility at Baina-Workshop of MPT for a period of 1 year.

### 2.1. RUNNING OF CANTEEN.

The contractor shall prepare and supply the items in quantity and quality as per rates indicated in the **Canteen Menu** for all days except port holidays for approximately 150 Port employees who have been given identity cards.

### 2.2. CANTEEN MENU AND RATES.

#### a) BREAKFAST MENU.

MON	TUE	WED	THU	FRI	SAT	SUN
<b>COMPULSORY</b>						
Bread/ pav/ chapatti	Bread/ pav/ chapatti	Bread/pav/ chapatti	Bread/pav/ chapatti	Bread/pav /chapatti	Bread/ pav /chapatti	Bread/ pav/ chapatti
Bhaji	Bhaji	Bhaji	Bhaji	Bhaji	Bhaji	Bhaji
Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji
Buns	Buns	Buns	Buns	Buns	Buns	Buns
<b>OPTIONAL</b>						
Mirchi Bhojim	Samosa	Potato Bhojim	Masala Dosa	Samosa	Batata wada	Udid Wada
Idli sambar	Sheera	Uppit	Mirchi Bhojim	Sheera	Idli sambar	Sheera

#### b) RATES.

Sr No	Name of the Item & Description	Quantity	Rates for	
			MPT & CISF staff/Private Security (Rs.)	other than Port & CISF staff/ Private Security (Rs.)
1.	Bread/pav		Market rate	
2.	Bhaji	Per plate	3.00	6.00
3.	Puri with bhaji	One plate of 3 puris (1 puri = 15cms)	7.00	14.00
4.	Chappatti (Regular)	One	3.00	6.00
5.	Buns	One (100 gms)	3.00	6.00
6.	Sheera	Per plate(100 gms)	3.00	6.00
7.	Udid wada (with chutney)	Double (150gms) (2 piece = 75gms each)	6.00	12.00

8.	Batata wada (with chutney)	Double (150 gms) (2 piece = 75 gms each)	6.00	12.00
9.	Veg. Samosa (with chutney)	Double (150 gms) (2 piece = 75 gms each)	6.00	12.00
10.	Kanda Bhojim	Per plate (75 gms)	3.00	6.00
11.	Potato Kappa	4 pieces per plate (75 gms)	3.00	6.00
12.	Uppit	Per plate (100 gms)	3.00	6.00
13.	Masala Dosa with chutney	Per plate(Standard size)	6.00	12.00
14.	Idli Sambar	Double Idli (150 gms)(2 piece = 75 gms each)	5.00	10.00
15.	Mirchi Bhojim	Per plate (2 pieces)	5.00	10.00
16.	Tea	100 ml	3.00	6.00
17.	Coffee	100 ml	3.00	6.00
18.	Tea (without sugar)	100 ml	3.00	6.00

**c) LUNCH MENU WITH RATES.**

Sr No	Name of the Item & Description	Quantity	Rates for	
			MPT & CISF staff	other than Port & CISF staff
1.	Vegetarian	Thali consisting of two watis of rice each of 175 cc. two kinds of bhaji(100 gms each), one papad(5 gms), pickle, one dal wati (100gms), sol curry wati (50 gms), one fried potato kapa (Every day different type of Bhaji or one extra papad)	12.00	24.00
2.	Non Vegetarian (Fish Curry & Rice)	Thali consisting of two watis of rice each of 175 cc. one kind of bhaji(100 gms), 2 nos. of pieces of fried fish(20gms), pickle, one curry fish with curry wati (100 gms), sol curry wati (50 gms).	12.00	24.00
	<b>EXTRA</b>			
3.	Rice	Per wati of 175 cc.	3.00	6.00
4.	Papad	One (5 gms)	2.00	4.00
5.	Vegetable Pulav	Per plate (200 gms)	15.00	30.00

6.	Chicken Biryani	Per plate (250 gms)	20.00	40.00
7.	Omlet	One egg and one bread	7.00	14.00
8.	Chapati (Standard size)	One	3.00	6.00
9.	Bread slice	One piece	1.00	2.00
10.	Curds	Per wati (50gms)	3.00	6.00
11.	Chicken Rice curry	Per plate (Rice = 175 gms) (Curry = 125 gms)	18.00	36.00

**d) EVENING TEA & SNACKS.**

Sheera / Uppit / Udid wada / Mirchi Bhojim / Samosa / batata wada / kanda Bhojim / Potato Kappa /Buns

Any two of the above items should be prepared everyday with tea / coffee as per the rates indicated at **2.2 ( b)**.

**e) EXTRA ITEMS**

Sr. No.	Item	Brand	Rate (Rs.)
1.	Packaged Water	Bisleri / Kinley / Bailey	<b>MARKET RATE</b>
2.	Soda	Kinley/Lehar / kingfisher / taan	
3.	Aerated refreshments	Coca-Cola / Limca / Fanta / Mirinda / Pepsi / Dew / Sprite/Thumps up / Taan	
4.	Lassi	Amul / Nandini / Goa Diary	
5.	Biscuits	Britannia / Sunfeast / Parle / Patanjali	
6.	Banana	----	

**NOTE : All the items including oil (refined oil) used for cooking various food items should be unadulterated, branded quality &of applicable standard (FSSAI / AGMARKor equivalent).**

**CHIEF MECHANICAL ENGINEER  
MORMUGAO PORT TRUST**

**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 EMPLOYER :**

Employer means, Mormugao Port Trust represented by Chief Mechanical Engineer.

### **4 RUNNING OF CANTEEN:**

The contractor shall prepare and supply the items in quantity/quality as per rates indicated in the Canteen Menu at **2.2 of scope of work** for all days except the Port holidays for approximately 150 Port employees who have been given identity cards.

### **5 PRICE:**

5.1 The contractor will be eligible for lump-sum amount per month. The contractor shall quote the amount of lump-sum charges per month exclusive of GST. He is expected to run the Canteen as per conditions in the Price Bid to be submitted along with the tender document. The amount per month will be disbursed to the Contractor every month on production of documents, i.e. PAN No., copy of wage register, copy of Muster roll, copy of EPF/ ECR challan ESI Copy etc.

5.2 The bill will not be processed for payment, if the above requirements are not adhered to.

### **6. CANTEEN PREMISES & OTHER FACILITIES:**

6.1 The Contractor will be allotted Canteen premises including Building, furniture and fixtures like dining tables, chairs, Exhaust fans, Ceiling Fans, Tube lights, water heater system etc., cooking wares and utensils in the kitchen. The Contractor will be responsible for the safe custody and up keeping of the items. The contractors should maintain inventory register for all those items which should be kept for inspection.

6.2 The water and electricity will be supplied free of cost by the Port Trust subject to its availability. But the Contractor should maintain a strict control on consumption and he will be answerable for any abnormal increase in the consumption.

6.3 Maintenance of Civil works and electrical installations/equipments will be done by the Port.

### **7. COOKING GAS:**

For Cooking, only commercial gas cylinders should be used in canteen. 2 Nos. commercial type (19.5 kg) gas cylinders (empty) will be provided, and the charges of the re-filling of the cooking gas have to be met by the contractor. Procurement of cooking gas from the gas agencies will be the sole responsibility of the Contractor. Commercial cooking gas from registered agencies should only be used in the canteen. Use of kerosene/electric hot plate/Stove in the canteen premises shall not be permitted. In case the contractor is found using **kerosene/electric hot plate/Stove/Domestic Gas Cylinder** in the canteen premises for cooking purposes,

**the contractor will be fined @ Rs.500/- (Rupees five hundred only) per day / per occasion and the same will be recovered from the monthly charges.** In case of acute shortage of cooking gas with the dealer, the temporary permission to use kerosene for cooking will be permitted by the concerned HOD/In-charge Officer on written request from the contractor, subject to production of such letter from the concerned gas dealer. No electrical heating appliances should be used for cooking purpose.

**8. CENTRALIZED CANTEEN COMMITTEE OR ITS SUB-COMMITTEE:**

8.1 There will be Centralized Canteen Committee or its Sub-Committee, consisting of various Officials nominated by Port Administration. The contractor shall adhere to the decision of Centralized Canteen Committee or its Sub-committee and he will attend the meeting 'on call'.

Centralized Canteen Committee or its Sub-committee will meet once in every month.

8.2 All refreshments, food, aerated water etc. sold at the canteen shall be of the best quality. Members of the Centralized Canteen Committee or its Sub-committee whose names will be communicated to the contractor by employer will have the right to inspect any time and find out the quality and quantity of items supplied in the Canteen. The directions of the Employer/ Centralized Canteen Committee/Sub-Committee, if any, given by them in this respect should also be strictly observed by the Contractor.

**9. WORKING TIME:**

Canteen will be operating in General Shift Pattern on all days except on Port holidays as detailed below:

**TIMINGS (GENERAL SHIFT PATTERN)**

i	<b>Morning Session - Tea &amp; Snacks</b>	07.55 am to 11.30 am
ii	<b>Lunch</b>	1.00 pm to 2.00 pm
iii	<b>Evening Session- Tea &amp; Snacks</b>	03.00pm to 5.00 pm

**10. MENU & RATE:**

10.1 The Contractor shall supply all items as per canteen menu and at rates indicated at **2.2 of scope of work**. He shall also **display the rates** against each of the food items/snacks in a prominent place inside the canteen which will be served and made available in the canteen during the timings indicated supra on all the working days.

Separate rate is applicable for persons other than Port employees & CISF personnel/private security on duty, which will be double the rate as mentioned in the **canteen menu**. **No increase in rates will be permitted during entire period of contract.**

10.2 The contractor should introduce coupon system for the collection of eatables after payment. He has to get the coupon printed (of different denomination) at his own cost or provide a computerized printout.

10.3 The contractor shall provide at his own cost, suitable and required quantity of crockery and linen in addition to what is supplied by the Welfare Section and employ adequate number of servants (staff) as may be directed by the Employer, for smooth functioning of the canteen. However, the payment of the employees shall be borne by the contractor as per Minimum Wages Act as applicable.

## **11. LICENCE/ CERTIFICATE FROM PORT HEALTH OFFICER (PHO)**

11.1 The contractor should strictly observe all the rules and regulations, Bye-laws and also directions issued from time to time by the local and other authorities and procure necessary license as required for running the canteen.

11.2 The contractor shall also be liable to pay any fees, taxes, etc, levied by the local and other authorities. He should renew the licence for running of Baina workshop Canteen at Baina from the Port Health Organization, Govt. of India, Ministry of Health, Mormugao Harbour - 403803. on payment of the prescribed fees and the valid licence obtained should be exhibited in the canteen premises during their entire tenure period for inspection by the Competent Authority.

## **12. PRE-EMPLOYMENT MEDICAL EXAMINATION:**

12.1 Pre-employment medical examination should be introduced while appointing canteen staff in accordance with Rule No.102 of Goa Factories Rules Act 1985. Periodic medical examination at least once in six months should be done for all canteen staff, which must include (a) routine blood examination (b) Rectum and bacteriological examination, feces and urine and (c) other relevant tests like X-ray chest etc. if considered necessary. The medical reports from the Registered Medical practitioner or Government health centers/hospitals should be produced to the employer.

- i) Vishva Sanjivani Hospital
- ii) Vasco Clinic
- iii) Kamat Nursing Home (Behind Hotel La Paz)

12.2 The medical fitness certificates should be produced to the Executive Engineer, Baina workshop, Baina, immediately within 10 days from the date of commencement / taking charge of the canteen. Failure to comply with the above shall only delay the release of monthly subsidy until such time the medical certificates are furnished.

12.3 The contractor's staff will be subjected to periodical inoculation against typhoid and vaccination against small pox and the cost of the same will be borne by the contractor.

12.4 The contractor shall immediately remove such servants as may be directed by the Chief Mechanical Engineer/MPT, under reason of health.

12.5 The Chief Mechanical Engineer/MPT may also direct removal of such servant/worker on reason of not maintaining proper clean appearance etc.

## **13. CLEANLINESS:**

13.1 The Contractor shall keep the premises of the canteen, canteen hall, Kitchen, all the furniture, utensils, fixtures, roof/wall, ceiling fans, exhaust fans, windows and

ventilators including net and its glass, and any other fittings in clean, healthy and hygienic and sanitary conditions to the satisfaction of the Canteen Committee. He must also ensure that floor of canteen hall, kitchen, Wash Basins and other areas of the Canteen is cleaned after each meal using perfumed disinfectant. Mopping should be done after each meal. Entire Canteen area (inside) shall be washed after the evening session, every working day. Surrounding area have to be swept once in a week, especially on Saturday/Sunday. All inside/outside drainages connected with Canteen in the Canteen compound premises shall be cleaned using disinfectant / phenol by the Contractor. **It is appreciable if one person is exclusively entrusted with the cleaning purpose for daily cleaning.**

13.2 The contractor shall ensure that all plates, cups, vessels, tumblers etc. are washed in boiling water after use every time and as often as is necessary.

**14. SANITATION :**

14.1 Contractor will make necessary sanitation arrangement in the canteen building and premises to the utmost satisfaction of the employer. It is the responsibility of the Contractor to remove the garbage from the Canteen to designated place.

14.2 Carbolic soaps should be provided at wash basins. Use phenols at Toilets used by Canteen workers. Rest room of canteen workers must be clean and tidy.

**15. FIRE & SAFETY:**

Port Trust will provide all the fire fighting equipments and it is the responsibility of the contractor that his people will also be familiarized with the fire extinguisher. The contractor should instruct his labourers to follow all safety rules.

**16. QUALITY OF FOOD ITEMS :**

16.1 The commodities used for the preparation of the various food items by the contractor should be **un adulterated, branded quality & of applicable standard (FSSAI / AGMARK or equivalent).**

16.2 The Contractor should use Curry powder of commodities like, chilly, turmeric, coriander etc., of branded quality. The medium of cooking and frying shall be in refined oil only. **ONCE USED OILS SHALL NOT BE REUSED FOR ANY KIND OF COOKING/FRYING PURPOSES.**

16.3 Milk supplied by "Goa Dairy", "Nandini" or "Amul" only, should be used in the canteen for making tea and coffee.

**17. PERSONAL APPEARANCE AND HYGIENE FOR CANTEEN STAFF :  
**The contractor should also ensure that****

- a) Clean and neat aprons are worn by the canteen staff during the working hours.
- b) Personal belongings such as clothes, shoes, socks, chappals etc. are kept in a place provided for that purpose.
- c) The hands and fingers, nails are cleaned before beginning the work.
- d) While serving drinking water, finger should not be inserted in the glass/tumbler.
- e) Touching of face, hair etc. while cooking be avoided. If necessary wash the hands at once.
- g) Before preparing any items i.e. before commencement of any work, hands should be washed thoroughly and to be wiped with clean hand towels.

**17.1 PERSONAL HYGIENE OF FOOD HANDLERS, ETC.**  
**The contractor shall ensure that.**

- a. All the workers/staff wash their hands frequently and particularly after visiting the toilets and before handling food.
- b. The workers/staff should not touch food with hands more frequently/often, unless it is absolutely necessary.
- c. The workers/staff should cover cut burns and other raw surfaces of the wounds on the body with water proof dressings while handling food.
- d. Before keeping the food in the refrigerator, particularly cooked meat dishes, gravies and such other precaution to be taken to see that the dishes, items are at room temperature. In other words hot stuff should not be kept inside the refrigerator.
- e. All the food item known to harbour food poisoning germs, such as meat, eggs, etc. are cooked well.
- f. The food items, eatables are protected from flies, rats, mice and other pests by covering with net/mesh.
- g. All the utensils used for cooking, drinking etc. are cleaned/washed in a good detergent and rinsed in nearly boiling water.

**18. METHOD OF WORK:**

The Contractor shall ensure that :-Necessary utensils/equipments are kept on the counter /table or such raised platform and not on the floor, the dishes and utensils of same kind are cleaned, piled together and are handled in an orderly manner,

- a. All the food grains etc. and vegetables are kept under wraps before cooking,
- b. The entire gas cooking system is cleaned and maintained properly and also get the gas pipe line, burners etc. checked up by an authorized / approved agency at periodical intervals say once every six months.
- c. Work is planned to use as fewer motions as far as possible, limit conversation to only matter concerning the work in progress.
- d. The dishes and utensils are cleaned by proper scrapping etc.
- e. Empty dishes are soaked in water to facilitate easy cleaning.
- g. For serving the dishes and for collecting used plates different sets of waiters are used.
- h. All the soiled unused dishes are immediately removed and with hot, soapy water or by using chulah ash. No mud to be used for washing.
- i. After washing, the utensils are given anti bactericidal treatment.
- j. The dishpans (i.e. sink) are thoroughly cleaned taking care of outside as well as inside of dishpans/sink.
- k. Serving of food items shall not dislocate the departmental works. The supply of food, etc., should also be in hygienic conditions.
- l. Proper supervision of the kitchen is done thoroughly daily in order to maintain it in orderly manner.

**19. UNIFORM :**

The Contractor shall provide two sets of uniforms (Maroon colour Pants and Shirts) and one pair of chappals to all canteen workers per year within 15 days after awarding the contract. The contractor should also ensure that the workers engaged by him in the canteen are neatly and properly dressed in Uniform during their duty time/working period.

**20. SECURITY DEPOSIT :**

(i) The contractor, within 15 days from the date of issue of LOA (letter of Acceptance), shall furnish a Bank Guarantee/DD towards Security Deposit. The Security deposit shall be in the form of Bank Guarantee/DD equivalent to 10% of the contract value. The bank guarantee / DD shall be from Nationalized/Scheduled Banks in favour of the Financial Advisor & Chief Accounts Officer, MPT, payable at Vasco, Goa.

(ii) On successful completion of the contract the security deposit will be refunded to the contractor without any interest whatsoever after deducting the claim if any on him.

**21. GOODS & SERVICE TAX (GST) :**

The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods/services in the price bid.

**22. PENAL PROVISION:**

22.1 **The Mormugao Port Trust will have the right to forfeit the Security deposit amount whole or part thereof or demand for payment of the amount due to the Port Trust by way of any loss or damage caused to or would be caused to suffer to the Port Trust by reason of any breach of contract or if any of the terms or conditions contained in the agreement or by reason of contractor's failure to perform the agreement.**

22.2 On successful completion of the contract the security deposit will be refunded to the contractor without any interest whatsoever after deducting the claim if any on him by the employer.

22.3 Even after serving the notice as mentioned in clause 27.13 if it is found that the quality or quantity of various items of food articles is lower than/inferior to that of the prescribed standard, Canteen Committee/Chief Mechanical Engineer/MPT shall have the powers to impose the penalty of not more than Rs. 500/- (Rupees Five Hundred only) for every case of default.

22.4 For violations of any terms of the contract, the Employer shall have the powers to impose a penalty of Rs.1,000/- (Rupees One Thousand only) per offence / violation and the Chief Mechanical Engineer/MPT shall also have powers to impose penalty not exceeding Rs.2,000/- (Rupees Two Thousand only) per offence / violation at a time at his discretion on the contractor.

## **23. COMMENCEMENT OF SERVICES**

The contractor shall take over the canteen premises and commence the service within 7 days from the 7<sup>th</sup> day of issue of LOA or from the date specified by Port in LOA.

## **24. CONTRACT PERIOD**

One (01) year from date of handing over of canteen premises and commencement of services.

## **25. EXTENSION OF CONTRACT:**

On the expiry of the said term of one year and at the option of the Mormugao Port Trust, the contract period can be extended or modified for a further period of one year on mutual consent at same rate and same terms and the conditions of the contract.

## **26. 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 Security Deposit furnished 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 + 4 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be 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 successful 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 successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful 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.

## **27. MISCELLANEOUS:**

- 27.1 All the canteen workers are under the control of Contractor. For all purpose, the contractor is the employer of these Canteen workers. He shall not engage any worker below the age of 18 years.

- 27.2 Contractor shall maintain cordial relationship with the employees and should not give any room for complaints in the behaviors of his employees.
- 27.3 The contractor shall provide a weighing balance machine so that the authorities may check the weight of any articles during inspection.
- 27.4 The canteen shall be kept open for inspection at any time without notice for the Employer or its authorized official / Members of Canteen Committee or its authorized official.
- 27.5 The canteen contractor or his authorized responsible representative should be available in the canteen always. His name should be intimated to the Chief Mechanical Engineer, MPT.
- 27.6 The Contractor shall execute an agreement on stamp paper worth Rs.1000/- and the cost of the stamp paper shall be borne by him.
- 27.7 The, Chief Mechanical Engineer, Mormugao Port Trust, shall have overall control over the functioning of the canteen and the contractor shall follow his instructions.
- 27.8 The responsibility for procuring the provisions, foodstuffs, fuels, etc, and all others items required for running the canteen shall be entirely that of the contractor.
- 27.9 For the purpose of Employee's Compensation Act and other Labour Acts etc., the contractor shall be treated as an independent employer assuming sole responsibility for the employees working in the canteen. The contractor at his own expenses should make necessary arrangements for medical examination of the canteen workers, employed by him at the beginning of his term of contract and also whenever found necessary by the competent authority and the certificate should be exhibited in the canteen premises for inspection by the competent authority. He should obtain the certificate within 15 days after awarding the contract.
- 27.10 The Canteen is intended primarily to cater to the employees of the Port Trust, i.e. employees/workers/officers, the CISF personnel on duty, and other employees directed to be deputed for work at Jetty Canteen from other sections of the Port, who have been given preference in the matter of supplying food etc. but the Port will have no objection to the contractor catering others also on their own responsibility without inconvenience to the Port Trust and Port employees. Separate rate is applicable for other than Port employees & CISF personnel /private security on duty which will be double the rate as mentioned in the canteen menu at 2.2 of the scope of work.
- 27.11 It shall be the contractor's responsibility to collect all dues from its customers and the Canteen Committee / Employer shall accept no responsibility whatsoever in this regard.
- 27.12 The Contractor has to return all the items, such as cook-wares, utensils, furniture and other items in the Canteen at the time of expiry of tenure of his contract period. Any damage/loss noticed at the time of handing over of these items, the contractor has to compensate/replace those items to the Port.
- 27.13 The contractor will be responsible for the good quality hygienic meals, snacks, Tea etc., and its proper service. The contractor will be responsible for the conduct and behaviour of those working under him. If the Canteen Committee does not approve the quality of the food stuffs, the service or conduct or behaviour of contractor and/or those working under him, or the breach of any of the terms of this contract, the contractor will be notified and the contractor is bound to show improvement or rectify the defects noticed.



- 27.14 The Contractor shall employ workers for the functioning of the canteen only with the prior permission/approval of the Employer. The contractor should get entry/exit pass from the Employer for those workers and other persons required for the canteen functioning on chargeable basis.
- 27.15 The contractor should ensure that no canteen worker is roaming / going outside the canteen premises during his or her duty time.
- 27.16 The contractor shall not prepare and sell any items of food articles other than those covered by the terms of this contract except with the written permission of the Chief Mechanical Engineer/MPT.
- 27.17 The contractor shall be responsible to remove his staff from the canteen premises on expiry of this agreement or termination thereof whichever is early.
- 27.18 The decision of the Chief Mechanical Engineer/MPT in all disputes concerning the interpretation of the terms shall be final and binding on the contractor.
- 27.19 **Force majeure:**In the event of any strike, lay off, retrenchment, lock out or closure or any such other happenings and if the canteen cannot be run, for reasons which are not attributable to the canteen contractor and such closure being extended by more than one day, Port Trust shall be liable to pay only **25%** of the monthly charges for such period of strike, lay off, lock out etc.
- 27.20 When on any event the canteen is closed by the express directions given writing by the employer for such closure and for such period, the contractor will not be eligible for subsidy for such particular period.
- 27.21 The contract can be terminated by serving 3 months notice on either side. The Contractor shall hand over peaceful possession of the premises entrusted to him along with all the fixtures, furniture and utensils and any other articles which were handed over to him in good condition and also compensate reasonably for any damage caused to the property including the premises, furniture, fixtures, utensils etc. However, in the event of inadequate/deficiency in catering services or breach of any of the terms or conditions of the contract, the Management has a right to terminate the contract, by giving 1 (One) month notice and payment of penalty specified at Clause 20.4 shall not be bar for such termination.
- 27.22 The Security Deposit amount will be forfeited in case the contractor terminates the contract of the canteen before the 3 months notice period.
- 27.23 It shall be the Contractor's sole responsibility to protect his employees against accident from any cause and shall indemnify and protect Mormugao Port Trust against any claims for damage for bodily injury to person or property resulting from any such accidents.
- 27.24 The contractor shall also be responsible for observing all the provisions of existing Labour laws in force in the State, such as Employee's Provident Fund (EPF), Employee's State Insurance (ESI), Contract Labour Act, Minimum Wages Act, Payment of Wages Act, Employee's Compensation Act, etc. Inter State Migrant Workmen Act 1979 (Regulations of Employment and Conditions of Service), M.P. Act. 1963, Central Rules 1980, Employment of Children's Act. 1923, Factories Act, Acts under Dock Safety, Electricity Act, Municipality Act, Major Port Trust Act, Mormugao Port Trust Regulations etc.

- 27.25 The contractor shall maintain all the required registers/records for the purpose at the site and furnish daily deployment of labour details, submit returns thereof from time to time, to the Chief Mechanical Engineer/MPT or his authorized representative and to the Statutory authorities as may be required under various Acts/Rules.
- 27.26 The contractor shall also maintain records of wages / remuneration etc. paid to his employees in such forms as may be necessary / required and laid down under various laws, Acts, for e.g. the Office of the Regional Labour Commissioner(C)/Labour Enforcement Officer etc. such record (i.e. in respect of wages and remuneration) shall be maintained at site and made available to the Government Officials authorized to inspect as prescribed / laid down under the said laws, Acts. Rules etc.
- 27.27 Further the contractor shall also maintain a separate register / records to indicate daily deployment of his labour at site category wise and furnish the same to the Chief Mechanical Engineer/MPT or his authorized representative as well to the Government Officials as and when required.
- 27.28 The contractor shall not exhibit any sign board, name plate or advertisements within or outside the said canteen premises without the consent in writing from the Chief Mechanical Engineer/MPT.
- 27.29 The contractor shall not assign, transfer or sublet the canteen or take any new partner or partners and the contractor shall be invariably available in the canteen during working hours of the canteen.
- 27.30 The Employer (Chief Mechanical Engineer/MPT) shall under no circumstances be liable to compensate the contractor for any theft or other loss or damage to the furniture, fittings, crockery, linen and other property of any kind whatsoever and howsoever arising out of this agreement.
- 27.31 **Payment Terms :**

100% PAYMENT SHALL BE RELEASED ON MONTHLY BASIS. However, the contractor shall submit the complete report/relevant documents along with the bill as follows.

- i. Certified copy of Attendance Register,
- ii. Self-Certified copy of payment of Wage Register,
- iii. Proof of remittance of EPF/ESI contribution, by employer & employee alongwith employeewise (ECR) Electronic Challan cum Returns statement.
- iv. Intimation of change in employee supported by Pass-port size photograph, Police Verification Report, Pre-employment Medical Examination Report by CMO/MPT or Govt. Hospital Doctor,
- v. Copy of Bank statement from which wages are paid to workers.

The payment will be disbursed to the contractor within 30 days of the receipt of the bills along with the relevant documents mentioned above.

Contractor will strictly observe all the rules and regulations as applicable under various laws and pay the minimum wages to all his workers engaged in the canteen. The payment of wages to all workers employed by the canteen contractor should be made by crossed cheque only, every month.

- 27.32 Passport size-Photo, Postal Address (Present & Permanent) and Police Verification Report of each bonafide worker working in the canteen should be provided by the contractor.
- 27.33 The successful tenderer will be required to commence the services within 7 days from the date of issue of Letter of Acceptance. The failure, delay or evasion on the part of the successful tenderer to commence the services within the period mentioned above will result in termination of contract and forfeiture of the EMD.
- 27.34 The canteen services should be provided daily on all working days of the Port. The contractor will be liable for the penalty for its inability to provide services on any working day unless due to reason beyond their control. The amount of penalty would be decided by Port Administration on each occasion and will be final, inclusive and binding.
- 27.35 **Escalation** :No escalation in rates on any account will be permitted **during the first six months period of contract**. After the six months period of contract, escalation claim can be considered by the Administration based on **Consumer Price Index** apart from existing monthly charges. No advance shall be paid to successful tenderer.
- 27.36 The contractor should obtain all the requisite licences including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under and under other applicable laws issued by the concerned statutory authorities for running the Canteen. The Port shall not be responsible in any way for any breach by the contractor of the rules and regulation governing for the running of canteen.
- 27.37 The contractor shall indemnify and keep indemnified, defend and hold good Port, its Officers and employees against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the contractor or his service personnel on account of misconduct, omission and negligence by the contractor or service personnel.
- 27.38 The composition of staff employed in the canteen should consist of minimum **one Head Cook, one Cook, two kitchen helpers, two service helpers, one dish washer on any working day**. In case of deployment of family member as worker in the canteen by canteen contractor even for a single day, the name of such worker should appear on the Attendance Register and payment of wages should be effected to such worker.
- 27.39 The contractor shall ensure that the electronic items such as Television, Radios etc., should not be kept in Canteen premises at any time and if such electronic items are found in the canteen premises, it will be immediately seized and penalty of Rs. 1,000/- will be levied.
- 27.40 In the event of any dispute in respect of any of the tender condition, the decision of the Chief Mechanical Engineer/MPT, shall be final and binding on the contractor.
- 27.41 The Chief Mechanical Engineer/MPT of the tender condition without assigning any reason.
- 27.42 The contractor shall keep the Chief Mechanical Engineer/MPT indemnified in case of any action being initiated against him in any form for contravention of any of the above said Laws, Acts, Rules, etc.
- 27.43 In the event of the tender being submitted by a partnership firm, it must be signed separately by each constituent thereof or in the event of the absence of any partner, it

must be signed on his behalf by a person holding a Power of Attorney, executed on stamp paper of appropriate value which authorizes him to do so.

27.44 The Contractor may note that the price cover of only such of those contractors shall be opened who have obtained necessary licences, registrations/code No. etc. from various authorities mentioned in the Laws Acts, Rules etc. as specified in clause 27.24 above.

27.45 **Whenever increase in minimum wages of scheduled employment in Central sphere Establishment falling under the Government of India issued by Ministry of Labour and Employment, Government of India, the wages of persons deployed by the Service Provider should also be enhanced at par.**

28. **ENTRY PERMIT FOR BAINA WORKSHOP AREA:**

The contractor and his workers / agents shall be required to obtain from Traffic Manager, Traffic Department, Mormugao Port Trust, Entry Permit on receipt of prescribed application form duly filled in, with signature & seal of the Employer and have the same with them during entry and exit from the Baina Workshop area guarded by CISF personnel. The necessary charges for the same shall be borne by the contractor.

29. **EMERGENCY:**

In case of any emergency declared by Mormugao Port Trust, the contractor has to suspend all his activities in the Baina Canteen area and make arrangements for evacuation of his workers immediately to safe place.

30. **JURISDICTION:**

The legal jurisdiction of this contract shall be Goa only.

**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 Drawing 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, Fax. 0832-2521175. Email: [cme@mptgoa.gov.in](mailto:cme@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)**

**PRICE BID**

Sr. No	Description of Work	Unit	Qty	Rate /Month (in Rs.)		Total Amount In Fig.	Applicable GST (%)
				In Fig.	In Words		
1	Lump sum Charges for running of Canteen facility at Baina Workshop as per tender conditions.	Month	12				

**Total Amount (In words Rupees ..... Only)**

Note: a) The offered rates shall be inclusive of all taxes except GST which will be extra as applicable. However, any new tax if imposed by State/Central Govt. and same will be reimbursed on producing documentary proof.

b) The Prices offered should be firm.

c) Evaluation will be done on basic price.

**INVENTORY OF BAINA WORKSHOP CANTEEN**

<b>Sr. No.</b>	<b>Discription</b>	<b>Quantity</b>
1	Plastic chairs with arm rest 24 brown(new) & 15 red(old)	39
2	Tables with iron stand granite top	15
3	Steel tope(big)	1
4	Iron Kadai (big)	1
5	Kadai (small) alluminum	1
6	Aluminium tope(big) without lid	3
7	_do_ (medium)	2
8	Steel Rice plates	35
9	Iron zara (big)	1
10	Iron zara (small)	1
11	Aluminium lids	4
12	Steel shira plates	7
13	Iron table(big) {withsteelframe & wooden top}	2
14	Steel serving spoons	2
15	Small Steel Kailato	1
16	Wooden menu board	1
17	Insectocutor	1
18	Steel serving trays	2
19	Geyser (Crompton Greeves)	1
20	Aluminium rice Jally	1
21	Aluminium rice Jally (Small)	1
22	S.S.Handi with cover	1
23	Aluminium idli bhandi	1
24	Iron stand for refrigerator	1
25	Rice Vati	52
26	Tea spoons	102
27	Serving spoons (Big)	2
28	Bhaji curry serving containers	1



29	Bhaji plates (38 with partition(old) & 16 round(new))	54
30	Dosa plates(SS) 10 big(old) & 12 small(new)	22
31	Curry Vati	26
32	Water glasses	70
33	Rice plates (stainless steel) round	10
34	Curry spoons (Stainless steel)	1
35	Aluminium tea kettle -5 ltrs	1
36	Aluminium frying pan	1
37	Tea glasses (small) (glass)	55
38	Wooden Cabinet with glass	1
39	SS Tea Kettle 10 Liters Capacity	1
40	Stainless Steel Wet Grinder	1
41	Stainless Steel Table spoons	12
42	Metal Stand for Wet grinder	1
43	Refrigerator(192 liters) (Samsung)	1
44	Food Warmer	1

**FIXTURES AND FITTING AT BAINA WORKSHOP CANTEEN**

1	Celing Fans	6
2	Tube lights	12
3	Exhaust fan	1
4	Water taps	4
5	Wash basins	2
6	Mirrors	1
7	Gas cylinders of 19 kgs Each	2
8	Gas stoves with piping system	2
9	Fire extinguishers	2
10	Hot n Cold water filter ( Make - Aquaguard)	1

**ELECTRONIC PAYMENT SYSTEM MANDATE FORM**

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

Name of the Beneficiary	<b>MORMUGAO PORT TRUST GENERAL ACCOUNT</b>
Address of Beneficiary with PIN Code	<b>Administrative Office Building, Headland Sada, GOA - 403804</b>
PAN Number	<b>AAALMO293P</b>
GST	<b>30AAALM0293P1ZY</b>
Name & Mobile Number of responsible person	<b>RAGHUNATH MORAJKAR / 9423059702 / 08322594417</b>
Name of the Bank and Branch	<b>STATE BANK OF INDIA, Harbour Branch</b>
Bank Telephone No.	<b>0832-2520212</b>
Address of the Bank	<b>STATE BANK OF INDIA MORMUGAO HARBOUR, GOA – 403803</b>
MICR Code of the Bank	<b>403002024</b>
IFSC Code No.	<b>SBIN0002164</b>
Type of Account and Branch Code	<b>Current Account / Branch Code:- 002164</b>
Account number of the Bank	<b>10438017048</b>
	<b>MPT GENERAL ACCOUNT</b>
Beneficiary E-mail ID	<a href="mailto:cashmpt@mptgoa.gov.in">cashmpt@mptgoa.gov.in</a>

**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 **“Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.”** 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 **“Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.”** with all equipment, spares, etc., Entire work shall be completed within 07 days from the date of issue of LOA.
3. We further undertake, if our tender is accepted, we will deposit within **15 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.
8. We further agree that in the event of our withdrawing the tender before the 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 the .....day 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.

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (RS.)</b>
2015-16	
2016-17	
2017-18	

**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 **“Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.”**

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) \_\_\_\_\_

## APPENDIX - IV

### FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT.

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. This Guarantee shall be valid upto ..... unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees ..... only) and unless a claim in writing is lodged with us within six months from the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

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 **“Running the canteen facility at Baina-Workshop of MPT for a period of 1 year.”** 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:

ADVANCE STAMPED RECEIPT

Received from the FA & CAO, MPT, Vasco Goa a sum of **Rs.50,000/-**  
**(Rupees Fifty Thousand only)** towards refund of Earnest Money Deposit vide e-Tender No.  
**CME/XEN/CANTEEN-CONTRACT/2019.**

Revenue Stamp

Signature with Office Seal

**COMPLIANCE WITH STATUTORY REQUIREMENTS**

**COMPLIANCE OF STATUTORY REQUIREMENTS BY THE CONTRACTORS**  
**(duly filled in format to be submitted after placement of work order)**

1. Name of the work : \_\_\_\_\_
2. Name of the contractor and address : \_\_\_\_\_
3. Ref. No. & date of Work Order: \_\_\_\_\_
4. Value of the work awarded: \_\_\_\_\_
5. Date of commencement of work: \_\_\_\_\_
6. Scheduled date of completion: \_\_\_\_\_
7. Maximum number of workers the contractor proposed to engage on any day during the execution of the work: \_\_\_\_\_
8. Whether a License under the Contract labour (R&A) Act has been obtained by the contractor.
 

Yes
  No

 No. \_\_\_\_\_  
 Date : \_\_\_\_\_  
 a) If yes, quote License No. and date  
 b) If no, record reasons: \_\_\_\_\_
9. Whether contractor is engaging any Migrant Workmen (i.e. from other than the State of Goa)
 

Yes
  No

 No. \_\_\_\_\_  
 Date: \_\_\_\_\_  
 a) If yes, whether the contractor has obtained licence under the Inter State Migrant Workmen (R.E.C.S.), Act, 1979.
  - (i) If yes, quote ref. No. and date:
  - (ii) If no, record reasons: \_\_\_\_\_
10. Whether registration under ESI Act has been obtained?
 

Yes
  No

 a) If yes, quote Reg. No.. & dt.: No. \_\_\_\_\_  
 Date \_\_\_\_\_  
 b) If no, record reasons: \_\_\_\_\_

**11.** Whether registration under PF Act has been obtained?

Yes

No

a) If yes, quote Reg. No. & dt.:

No. \_\_\_\_\_

Date \_\_\_\_\_

b) If no, record reasons

**12.** Any Other relevant information/ remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

(SIGNATURE & SEAL OF THE

**CONTRACTOR)**

NOTE :

(i) As per Contract Labour Act, the contractor has to keep necessary record/Register in respect of daily deployment of labour category wise and wage register for wages distributed/to be distributed to produce the same to the Labour Inspector when he inspects the work at site.

(ii) The Contractor has to also display notices indicating the rate of wages, hours of work, wage period and date of payment. A copy of such notices will have to be sent to the authorities concerned in state or Central Govt. and to the Chief Mechanical Engineer/MPT. The payment/disbursement of wages would be made in the presence of authorized representative of this department with prior notice and arrangements.

## CHECKLIST FOR FURNISHING SCANNED DOCUMENTS

Sr. No.	Description	Tick mark if attached
1.	Tender cost	<input type="checkbox"/>
2.	EMD	<input type="checkbox"/>
3.	Work Order copies	<input type="checkbox"/>
4.	Completion Certificates with performance or Registration license.	<input type="checkbox"/>
5.	Financial turnover (Appendix –II)	<input type="checkbox"/>
6.	P/L Account and Balance statement	<input type="checkbox"/>
7.	Entire Tender document, each page and form duly signed and filled in	<input type="checkbox"/>
8.	Tender Form (Appendix-I)	<input type="checkbox"/>
9.	Power of Attorney (Appendix-V) or Proprietorship undertaking	<input type="checkbox"/>
10.	Declaration Form (Appendix-VI)	<input type="checkbox"/>
11.	Bank Details (Appendix-VII)	<input type="checkbox"/>
12.	Copies of GST Registration Certificate, PAN, EPF registration and ESI registration number	<input type="checkbox"/>

