The Materials Manager Mormugao Port Trust, Baina, Vasco-da-Gama, invites quotation in the tender form hereunder super scribed as quotation No. MM/NS/CME/225 due on 13.09.2016 at 15.00 hrs. for the supply of materials detailed below subject to terms and conditions therein.

5. M/s. Tyre Planet, Curchorem.
8. M/s. Dunlop India Ltd., Kolkata.
15. M/s House of Tyres, Margao.
16. M/s Selected Tyres,

Note:
1. In addition to the above tenderers, other tenderers registered with Materials Management Department, Mormugao Port Trust, for the tendered item/items are eligible to quote against this tender. The offers from non-registered tenderers will not be considered.
2. The registration form is available on our official website www.mptgoa.com. Those tenderers who wish to register can download the vendor register Questionnaire form and complete the formalities before quoting.

Date: 18.08.2016

Materials Manager (i/c)
To,

Dear Sir,

Last date and time of submission of tender: on or before 13.09.2016 at 15.00 hrs.

Sub : : Procurement of Tubeless tyres for TIL make 75 ton capacity crane – 2 nos.

Ref: Tender No MM/NS/CME/225 due on 13.09.2016 at 15.00 hrs.

You are requested to furnish sealed tenders in the two cover system superscribed (1) TECHNO COMMERCIAL (unpriced) OFFER IN COVER-I (marked in blue ink) and the other superscribed (2) PRICE OFFER IN COVER-II (marked in red ink) Both covers shall be superscribed as TENDER No.MM/NS/CME/225 due on 13.09.2016 at 15.00 hrs.

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

Cover marked I “Techno Commercial” offer shall be opened on due date at 15.30 hrs. in the presence of authorised representatives of the tenderer’s who choose to be present at the time of opening. Their cover marked II (Price Offer) will be opened only after receipt of clarification of all Technical Specifications and Commercial deviations.

Incomplete tenders will not be accepted. Tenders should be kept valid for a minimum period of 180 days from the date of opening and shall conform to the general terms and conditions of contract attached.

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

MATERIALS MANAGER (I/C)
MORMUGAO PORT TRUST
MATERIALS MANAGEMENT DIVISION
ENGINEERING (MECHANICAL) DEPARTMENT

Instructions to Tenderers

GENERAL

1. Only manufacturers and dealers with experience are eligible to quote for this tender.

2. The tender reference & due date should be super scribed on the envelope and the same should be forwarded to the Materials Manager, Mormugao Port Trust, in duplicate, so as to reach him not later than 15.00 hrs. on due date. Tenders received after the due date and time will not be considered for opening. Tenders received before the last date and in time will be opened at 15.30 hrs. on due date in the presence of the tenderers or their authorized representatives who may choose to be present.

3. The prices should be quoted item wise separately. Prices quoted on lump sum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.

4. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.

5. The prices should be valid for part quantities also.

6. We are not entitled for “C” or “D” forms. As such full C.S.T. will be applicable. Any statutory changes in taxes can be considered only if these changes occur within the contractual delivery period.

7. EXCISE DUTY: The quantum of excise duty applicable will not be considered for evaluation of the tender wherever the Port is eligible for CENVAT Credit. The manufacturers will have to produce the Tax invoice and all other documentary evidence required for availing the CENVAT Credit. The manufacturers should confirm that they can produce all the documentary evidence required by the Excise authorities to enable Port avail CENVAT Credit. In case they are unable to provide the documentary evidence required to avail the CENVAT Credit, their offer will be evaluated including the Excise Duty component.

8. The Tender Conditions, Conditions of Contract and the Tender Form attached should be signed and submitted along with your Techno-Commercial Offer in acceptance of all the terms and conditions mentioned therein. In case this is not done the tender is liable to be rejected.

9. The offer submitted should satisfy all technical specifications in the attached Annexure; else the offer is liable to be rejected.

10. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.

11. All documentary evidence and information requested should be furnished along with your offer without fail.
12. Please note that the Port does not extend any concession such as exemption in payment of EMD, Security Deposit, price preference etc. to small scale industries registered with the NSIC.

13. TENDERS SHOULD BE SEALED. IN CASE OF TWO COVER SYSTEM BOTH THE COVERS MUST BE SEALED. IN CASE THE TWO COVERS ARE INSERTED IN THE THIRD COVER, ALL THE THREE COVERS MUST BE SEALED. TENDERS RECEIVED WITHOUT BEING SO SEALED WILL BE REJECTED OUTRIGHT. THE THIRD COVER SHOULD BE SUPERSCRIBED AS “COVER CONTAINING COVER-I & COVER-II”.

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

MATERIALS MANAGER (I/C)

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

I. DOCUMENTARY EVIDENCE & INFORMATION TO BE SUBMITTED ALONGWITH YOUR OFFER.

1. (a) Detailed list of facilities available for undertaking the job must be furnished along with Your offer. The details of your organization as regards to managerial and other staff available should also be furnished. The detailed list of facilities available for testing should also be indicated.

(b) Photostat copies of orders executed/in hand for supply of the tendered items with similar specifications should be furnished. The order copies should be of last 3 years and complete in all respects.

(c) The certificate confirming authorized dealership/distributorship should be furnished along with your offer.

2. Name and address of your local representative/if any who will co-ordinate the supplies should also be indicated in your offer.

3. (PERFORMANCE REPORTS) Tenderers who have not supplied similar tyres to this Port in the past must furnish Performance reports from their reputed customers for orders executed similar to our requirement for last 3 years. The performance reports should indicate clearly the period for which the tendered items have been put to use and found to be working satisfactorily. In the absence of such reports their offers are liable to be rejected.

II. MAJOR CONDITIONS:

4. PRICES:

a) The prices should be quoted on F.O.R. destination basis inclusive of taxes, duties, packing/forwarding, freight, insurance and other incidentals and should remain firm till completion of supply. The tenderers shall fill in the PRICE SCHEDULE attached as per Annexure II and submit it in Cover II. The Techno Commercial Schedule indicating the percentage of taxes/duties etc. but without indicating the price as per Annexure I, should be submitted in Cover –I.

5. DELIVERY: - The delivery is required within 6 weeks from the date of receipt of the order. Confirm acceptance.

6. TRANSPORTATION: - The materials should be dispatched by road transport, duly packed and insured, through any reliable Transport Co. as will be indicated by us. The material should be
dispatched and consigned to the Materials Manager, Mormugao Port Trust, Baina, Vasco-da –Gama Goa on “FREIGHT PAID DOOR DELIVERY” basis.

7. PAYMENT TERMS: The payment terms will be 100% with all taxes and duties within 30 days of receipt of the materials by EFT. Confirm acceptance.

8. INSPECTION: The materials will be inspected by our engineer on receipt.

9. PACKING: The materials should be suitably packed to withstand the hazards of transportation.

10. LIQUIDATED DAMAGES: Supply schedule as per order should be strictly adhered to. In the event of delay in supplies, Liquidated Damages at 1% of the total basic value of the undelivered quantity will be levied per week or part thereof of delay. The total Liquidated Damages shall however not exceed 10% of the total basic value of the order. The total value here means the total value of the order exclusive of excise duty, taxes etc. The date of dispatch of material from your works will be considered as date of delivery for the purpose of Liquidated Damages. Confirm acceptance.

11. FORCE MAJEURE & EXTENSION IN DELIVERY PERIOD: In case of failure to deliver the goods in time which shall have arisen due to war, insurrection, restraint imposed by the Government Act on Legislation or other Authority, accident, strike, riot, lock-out or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the occurrence of any cause as aforesaid which will or might affect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.

12. I.T. CERTIFICATE: Tenderers should indicate PAN number in their offer failing which their offer may not be considered.

13. VALIDITY: The offer should be valid for a minimum period of 180 days from the date of opening of the tender for acceptance.

14. JURISDICTION: In case of any dispute, the jurisdiction will be GOA only.

15. ARBITRATION: (Applicable to Port Trusts, Public Sector Undertaking/Govt.Dept) In the event of any dispute or difference relating to the interpretation and application of the provision
of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The Arbitration Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16. If any deviations are observed in the above specified conditions, the tender is liable to be rejected.

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

Name:

M/s.

SIGNATURE & SEAL OF THE TENDERER

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

1 DEFINITIONS:-

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

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

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

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

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

4. DELIVERY THE ESSENCE OF THE CONTRACT: The time given for delivery or dispatch shall start from the date of receipt of order by the Contractor. The time for the date of delivery or dispatch stipulated in the Schedule/Order shall be deemed to be the essence of the contract. In the event of the Contractor failing to effect delivery in the manner aforesaid, the Purchaser shall be entitled to recover from Contractor as Liquidated Damages and not as penalty a sum not exceeding 1% of the price of stores which the Contractor has failed to deliver as aforesaid for every week or part thereof during which the delivery of such stores may be delayed. The Max liquidated damages not to exceed 10% of the value of the materials ordered. If the Contractor shall delay to complete the supplies or instalment thereof as provided in the Schedule/Order by a period greater than 8 (eight) week, the purchaser may without prejudice to his claim for Liquidated Damages, terminate the contractor and shall be entitled to purchase elsewhere on the account and at the cost of the Contractor, the stores which the contract has failed to deliver and the Contractor shall be liable for any loss or damages which the Purchaser may sustain of such failure on the part of the Contractor.

In case of failure to deliver the goods shall have arisen from war, insurrection, restraint imposed by Government Act of Legislation or other authority, accident, strike, riot, lockout, or unforeseen events beyond human control directly or indirectly interfering with the supplies of stores or from any cause which the purchaser may admit as reasonable ground for an extension of time, the Purchaser will allow such additional time he considers reasonable provided that the contractor shall report to the purchaser the
occurrence of any cause as aforesaid which will or might affect the performance of the contract within a reasonable time. Requests for extension received after expiry of the delivery schedule will not be entertained.

5. **INSPECTION NOTICE:** When inspection during manufacture or before delivery is required, notice in writing shall be sent by the Contractor to the Inspection Officer, when stores are ready for inspection and no stores shall be delivered until the inspection officer has certified that the stores have been approved by him.

6. **REMOVAL OF REJECTION:** When any stores delivered to the consignee are rejected at the consignee’s depot on account of default on the part of the Contractor, they shall be removed by the Contractor within 14 days from the date of intimation of rejection to the Contractor. In case in which a contract is placed for delivery F.O.R. station of dispatch, the rejected stores may be taken back by the supplier either at the consignee depot or at the station from which they were sent. In either of these cases, the Contractor elects to take back the stores at the station of dispatch; the goods shall be booked on account and risk of the Contractor.

7. **Payment:** Unless otherwise agreed between the purchaser and the contractor, the payment of materials will be made as detailed in the order.

8. The Administration reserves the right to accept plus or minus 10% of the quantities ordered.

9. The Administration reserves the right to accept/reject in part or in whole the tender without assigning any reason whatsoever.

CONTRACTOR’S SIGNATURE

MATERIALS MANAGER (I/C)

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

To,

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

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

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

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

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

Signature of the Contractor

Name:

Address:

Witness : 1.
2.

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

1) Tubeless tyre for TIL crane 75 ton capacity.

Size: 29.5-25 and 28 PR (Nylon), heat and cut resistant tyre - 2 nos.

BRANDS: GOODYEAR/MRF/ BKT / CEAT.

MATERIALS MANAGER (I/C)

Name, signature & seal of the tenderer

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

The tenderer should submit at least one order copy pertaining to last two years for having supplied similar type of Tyres as per our requirement in Annexure-A of value exceeding Rs.1,20,000.00 in order to qualify for this tender.

MATERIALS MANAGER (I/C)

Name, signature & seal of the tenderer

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

**TENDER NO. MM/NS/CME/225  DUE ON: 13.09.2016**

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Description</th>
<th>Qty.</th>
<th>P.F in %</th>
<th>E.D. in %</th>
<th>CST in %</th>
<th>Freight in %</th>
<th>Insurance in %</th>
<th>Others, if any in %</th>
<th>Brand/Model</th>
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</thead>
<tbody>
<tr>
<td>NS-1</td>
<td>Tubeless tyre of TIL crane 75 ton capacity.</td>
<td>02 nos.</td>
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<tr>
<td></td>
<td>Size 29.5 x 25 and 28 PR (nylon), heat and cut resistant tyre</td>
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<td></td>
<td><strong>Brands:</strong> GOODYEAR/MRF/BKT/CEAT.</td>
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1. The tenderers are requested to fill up the above details and submit the same in cover – I
2. Offers not given in above format are liable to be rejected. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding
3. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding

Date: __________

Name, Signature & Seal of the Tenderer
# PRICE SCHEDULE (COVER II)

**TENDER NO. MM/NS/CME/225**  **DUE ON: 13.09.2016**

| Code No. | Description | Qty. | U/Rate (Basic) (Rs.) (a) | P.F. in % (b) | E.D. in % (c) | CST in % (d) | Freight in % (e) | Insurance in % (f) | Others, if any in % (g) | Total (For Destination Price (Rs.)) (a+b+c+d+e+f+g) | Brand/Model |
|----------|-------------|------|----------------------------|--------------|--------------|-------------|-----------------|-------------------|-------------------|------------------------|---------------|-------------|
| NS-1     | Tubeless tyre of TIL crane 75 ton capacity. Size: 29.5 x 25 and 28 PR (nylon), heat & cut resistant | 02 nos. | | | | | | | | | GOODYEAR/MRF/BKT/CEAT |

1. The tenderers are requested to fill up the above details and submit the same in cover – II
2. Offers not given in above format are liable to be rejected.
3. ED-Excise Duty CST-Central Sales Tax, P/F- Packing & Forwarding

Date: __________  
Name, Signature & Seal of the Tenderer
DETAILS FOR SUBMISSION BY VENDORS ALONG WITH TENDER.

A. VENDOR DETAILS OF VENDOR

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of the Organisation</td>
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<tr>
<td>2.</td>
<td>Address (in detail)</td>
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<tr>
<td>3.</td>
<td>Telephone no.</td>
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<tr>
<td>4.</td>
<td>E-mail ID</td>
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<tr>
<td>5.</td>
<td>PAN No.</td>
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<tr>
<td>6.</td>
<td>Tax Identification No. (TIN)</td>
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<tr>
<td>7.</td>
<td>Service Tax Registration No.</td>
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<tr>
<td>8.</td>
<td>Service Tax Registration Code</td>
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<td>9.</td>
<td>CST Registration No.</td>
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<tr>
<td>10.</td>
<td>Employee Provident Fund (PPF)</td>
</tr>
<tr>
<td>11.</td>
<td>Employee State Insurance Scheme (ESIC) Registration No.</td>
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B. BANK DETAILS OF VENDORS.

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<tbody>
<tr>
<td>1.</td>
<td>Bank Name</td>
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<tr>
<td>2.</td>
<td>Bank Branch Address (in detail)</td>
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<tr>
<td>3.</td>
<td>Bank Branch Code</td>
</tr>
<tr>
<td>5.</td>
<td>Bank Account Type</td>
</tr>
<tr>
<td>6.</td>
<td>Magnetic Ink Character Recognizer (MICR)</td>
</tr>
<tr>
<td>7.</td>
<td>IFSC Code.</td>
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</tbody>
</table>