

TENDER CONDITIONS FOR HIRING OF VEHICLES

Last date and time for submission of Tender forms	05/05/2010 upto 15.00 hrs.
Date and time of opening of Tenders	05/05/2010 at 15.30 hrs.
Earnest Money deposit	Rs. 5,000/- by Demand Draft

INVITATION OF BIDS

1. Sealed bids are invited for engaging taxies (commercial vehicles), i.e. Accent, Esteem, Indigo, Qualis, Sumo, Indica, WagonR, Innova or like wise, as many vehicles as may be required from time to time from fleet owners/transporters of repute who owns at least one Accent/Innova vehicle or equivalent with tourist permit. They should have minimum turnover of at least 3 lakhs per annum for the last three years and with 5 years experience on hire basis along with drivers, for the Board for a period of three years.
 - a) Tenderers/Bidders are advised to study the tender documents carefully before submitting the tender form. It will be presumed that the tenderer/bidder have considered and accepted all the terms and conditions of this tender. No enquiry, what so ever, verbal or written shall be entertained in respect of acceptance/ rejection of the tender. BIDS MUST BE UNCONDITIONAL. The tenderer should sign each paper of the tender and put the seal of the firm/agency/company.
 - b) Separate sealed Bids prepared in accordance with the prescribed format Annexure-I (Technical Bid) and Annexure-II (Financial Bid) of the tender document should be submitted to the Secretary, Mormugao Port Trust, A.O. Bldg., 3rd Floor, Headland Sada – 403 804, Goa in separate sealed covers not later than the date and time laid down in the schedule for invitation of tenders under clause 1e.
 - c) The tender must be accompanied by an Earnest Money Deposit (EMD)/ Bid Security of **Rs. 5,000/- (Rupees Five thousand only)** in the form of bank Draft in favour of Financial Advisor & Chief Accounts Officer, Mormugao Port Trust. NO EXEMPTION OF EMD SHALL BE ALLOWED TO ANY ONE INCLUDING PSUs/CO-OPERATIVE SOCIETIES/ORGANIZATIONS. No interest is payable on EMD.
 - d) The tender form is not transferable.
 - e) Schedule for inviting to tender is as under:-
 - i. Name of the Client: Board of Trustees of Port of Mormugao through the Secretary, Mormugao Port Trust.
 - ii. Address at which tenders are to be submitted: Secretary, Mormugao Port Trust, A.O. Bldg., 3rd Floor, Headland, Sada – 403 804, Goa.
 - iii. Closing date and time of submission of tender: 05/05/2010 upto 15.00 hrs.
 - iv. Place, date and time of opening of Technical Bid: Office of the Secretary, Mormugao Port Trust, A.O. Bldg., 3rd Floor, Headland Sada – 403804, Goa on 05/05/2010 at 15.30 hrs.
 - v. THE BOARD SHALL NOT BE RESPONSIBLE FOR ANY POSTAL DELAY ABOUT NON-RECEIPT OF TENDERS AND IMCOMPLETE TENDERS SHALL BE REJECTED SUMMARILY.

2. ELIGIBILITY / DOCUMENTS TO BE ATTACHED TO THE TENDER SET.

- i. The tenderer should have the experience of providing commercial vehicles (taxis) to any reputed organization or Government department for the last TWO YEARS. Proof to this effect to be attached with Technical Bid (Enclosure-1);
- ii. The turnover of the agency/firm/company submitting tender should not be less than Rs. 3,00,000/- per annum (Enclosure-2);
- iii. The tenderer firm/agency/company should have a valid Permanent Account Number (PAN) of the Income Tax Department and copy of the same is to be attached with the Technical Bid (Enclosure 3);
- iv. The tenderer firm/agency/company should have a valid Service Tax Registration Number and copy of the same is to be attached with the Technical Bid (Enclosure-4); and
- v. The tenderer should submit an affidavit with the Technical Bid that he or his firm has not been black listed by any organization/Government Dept. on the date of submission of this bid (Enclosure-5);
- vi. Financial Stability Certificate to the extent of Rs. 1,00,000/- by a nationalized bank (Enclosure-6);
- vii. Cash Receipt towards cost of tender (Enclosure-7);
- viii. Attested photocopies of RC Book for possessing two AC commercial vehicles of model not earlier than 2007 in the name of the bidder and having taxi batch (Enclosure-8).
- ix. The vehicles shall not be of model earlier than 2 year on the day of requisition.

3. PAYMENT TERMS

The payment shall be made on submission of the bills supported by duly signed log sheets containing places of visit, actual timings and kilometers run by user official and attested photocopy of Registration Certificate(R.C.) Book of the concerned vehicle, after the satisfactorily completion of the work assigned, and the lowest rate approved after deducting penalties if any. The time lag for the payment to be done will be about 15 days and the payment will be made by electronic payment for which the successful tenderer should furnish the details of the bank account for receiving payment. No payment other than the hire charges, service tax as applicable and incidental charges will be made during the contract period.

4. PROCEDURE OF SUBMISSION OF BIDS:

- a. It is proposed to have two-cover system for tender
 - i. Technical Bid (Details of the agency) in one cover, and
 - ii. Financial Bid in another cover.
- b. Technical bid of the tender should be put in a separate sealed cover superscribing the words "TECHNICAL BID". The EMD should be placed with the Technical Bid. Please note that rates should not be indicated in the Technical Bids.
- c. Financial Bids in separate cover will be opened, only of those who qualify technically, on a later date at the same place where the technical bids have been

opened, which will be communicated to the technically qualified tenderers on telephone or otherwise.

- d. Both the Technical Bid cover and Financial Bid cover are to be placed in a single sealed cover super scribing "TENDER FOR HIRING OF VEHICLES".
- e. The cover so prepared should clearly indicate the name and address of the tenderer, so that in the event of being declared late, it can be returned unopened.
- f. Each paper of the tender should be a complete document.

5. TERMS & CONDITIONS:

Terms and Conditions of the tender are as under:-

- a. The tender form should be filled in ink clearly legible or typed. The tenderer should quote the number, rate and amount tendered by him in figures and as well as words. Alterations unless legible attested by the tenderer shall disqualify the tender. The tender form and its enclosures should be signed by an authorized person in whose favour the company has resolved in its board meeting. Copy of the resolution of the Board of the Company to be attached (Enclosure-9).
- b. The tenderer should take care that the number, rate and amount should be written in such a way that the interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
- c. Any act on the part of the tenderer to influence anybody in the Board is liable for rejection of the tenderer.
- d. The successful tenderer/contractor shall have to deposit in the form of Demand Draft favoring FA&CAO, Mormugao Port Trust or a performance security by way of a bank guarantee of Rs. 50,000/- (Rupees Fifty thousand only) to the Board (Annexure-III). The security deposit shall not carry any interest and will be refunded to the Contractor on successful completion of the contract.
- e. The successful tenderer/contractor shall not engage any sub-contractor or transfer the contract to any other person/firm/agency in any manner. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- f. Tenders not confirming to the requirements of the Board will be rejected and no correspondence thereof shall be entertained, whatsoever.
- g. The vehicles and drivers provided by the contractor shall work under the overall supervision of the Secretary or Officer-in-charge of Public Relations Cell of Mormugao Port Trust. The successful tenderer/contractor shall not carry any passenger other than personnel authorized by Mormugao Port Trust during the period of hire by the Port. The contractor should display a sign marked 'ON GOVT. DUTY' at the front and rear of the vehicles for making the car conspicuously distinguishable from other vehicles on the road, even at a distance.
- h. Any person who is in Government service or any employee of this Board should not be made partner to the contract by the contractor or directly or indirectly in any manner whatsoever. In the event of tender being submitted by a partnership firm, it must be signed separately by each member 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 authorizing him to do so. Such power of attorney duly notarized has to be enclosed with the tender document and it must disclose that the firm is duly registered under the Indian Partnership Act.

- i. The contractor shall indemnify the Board against all other damages/charges and expenses for which this Board may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Board shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor or any person for damage to property during the course of performing duties. Mormugao Port Trust shall not be party and shall not be responsible for the legal proceedings in regard for accident(s) and for the loss incurred by the bidder due to the accidents(s).
- j. The rate contract for hiring of vehicles shall be valid for THREE YEARS.
- k. The Chairman, Mormugao Port Trust, reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the contractor at any point of time during any of the years of the contract.
- l. Vehicles provided by the contractor should bear Commercial taxicabs Registration Numbers and should have Comprehensive Insurance and Drivers so provided with the vehicle shall have valid commercial driving license, uniform, badges and a mobile phone.
- m. It should be clearly mentioned that rates quoted are for Petrol and Diesel vehicle and should be quoted separately otherwise the tender will be rejected.
- n. All the vehicles provided should be in good running condition and should not be more than two years old and the contractor shall be provided copies of the registration certificate and insurance policy within a week of awarding the work.
- o. The contractor shall provide vehicles as per requirement of the Board and as and when required at a short notice.
- p. The driver deputed with the vehicle should maintain the logbook of the vehicle and get the journey verified by the using officer.
- q. No charges for local night detentions/journey shall be paid. No revision of hire charges shall be allowed during the tenure of the contract. The duty hours shall be as per requirement of Mormugao Port Trust.
- r. The vehicle and driver shall remain available at the time as per duty roster and shall not leave place of duty without prior permission.
- s. The contractor shall immediately provide replacement of the vehicle under repair/ detained due to accident or vehicle not reporting for duty.
- t. The Board has the right to ask the contractor for removal of driver, who is not found competent, orderly or disciplined.
- u. The prices quoted should be inclusive of all charges, levies, renewal fees, insurance and taxes except service tax which will be paid as per actual on production of satisfactory proof. Other incidental expenses incurred in respect of toll tax, parking fees, etc. will be paid to the bidder on production of original receipt.
- v. The vehicles shall be provided at the office of the Board and the mileage will be counted from the office of the Board.
- w. All the disputes shall be subject to Goa Jurisdiction.

- x. The Chairman, Mormugao Port Trust, reserves the right to accept/reject any or all the tender/s in part of full without assigning any reason.

6. PENALTIES:

- a. For delay in providing vehicle in time: Rs. 250/- per hour of delay.
- b. For misbehaving by the driver Rs. 500/- per default.
- c. For not providing substitute vehicle: Rs. 1000/- per default.
- d. For causing damage to the public property: Three times the market value of the damaged property or Rs. 5,000/- whichever is higher per default.
- e. For breach of any of the conditions of the contract: Termination of contract and forfeiture of Security Deposit or Rs. 5,000/- per default as the case may be depending upon the grounds of violation.
- f. Penalty for non providing of vehicle: Rs. 2000/- per default per vehicle.

7. BID EVALUATION CRITERIA:

The contract of hiring of vehicles will be awarded to the lowest quoting bidder. Who shall execute an agreement to this effect and shall make security deposit Rs. 50,000/- within seven days of award of the contract. Award of contract to successful bidder will not entitle him exclusive right to supply the car on hire for all requirements. The Port reserves the right to run parallel contract(s) at the discretion of the Port.

I/We hereby certify that I/We agree to all the above tender conditions.

SIGNATURE OF THE BIDDER

Place:

Date & Seal.

Name of the Bidder: _____
(in block letters)

Address: _____

Telephone No. _____ Fax No. _____

Mobile No. _____

TECHNICAL BID

1. Name of the Tenderer: _____

2. Address, Tel. No. & Fax No. of the Tenderer

3. Registration No. _____

4. Name, Design, Address & Mobile No. of the Authorised person to deal with

5. Constitution of the Firm (Attach proof) _____

6. Permanent Account Number (PAN) _____

7. Service Tax Regn. Number _____

8. Details of Earnest Money Amount _____

Draft No. _____ Dated _____

Bank _____

Branch _____

9. List of References: _____

This is to certify that I/we have carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Signature of the Tenderer: _____

Place: Name of the Signatory _____

Dated: Name of the Firm/agency _____

Seal of the Firm/Agency _____

Note:

- (i) Place all the relevant documents, etc. with this bid (Enclosures 1 to 9)
- (ii) EMD should be attached with this Bid.

FINANCIAL BID

Name & Address of the Tenderer: _____

To,
 The Secretary,
 Mormugao Port Trust,
 A.O. Building, 3rd Floor,
Headland, Sada – 403 804, Goa.

<i>Sr. No.</i>	<i>Type of Vehicle</i>	<i>Charge for Standard 8 hours, 80 Kms.</i>	<i>Charge for extra per hour beyond 8 hours. (Rs..)</i>
1	Accent, Honda City, Innova or equivalent vehicle.		
2	AC Indica, AC WagonR		

The extra Km. over and above eighty Kms. will be paid the proportionate rate worked out on the basis of the rate for 80 kms.

Note: The service tax as applicable will be paid on production of satisfactory proof.

Signature of the Tenderer: _____

Name of the Signatory _____

Seal of the Firm/Agency _____

BANK GUARANTEE PROFROMA FOR EARNEST MONEY DEPOSIT

In connection of the Board of Trustees of MORMUGAO PORT TRUST (hereinafter call "the Board" having agreed to accept from _____ having office at _____ (hereinafter called "the said Bidders") earnest money in the form of Bank Guarantee under the terms and conditions of tender dated _____ in connection with the work of _____ (herein called "the said tender" for the due observation of the said tender of the stipulation to keep the offer open for acceptance for a period of six months from the date of opening of the tenders, to execute an agreement within the time specified, to start the work within the period specified after notification o the acceptance of the tender and to deposit the earnest money in cash or furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We, the Bank _____ do hereby undertake to pay on demand to the Board the some of Rs. _____ (Rupees _____ only) in the event of the said bidder having incurred forfeiture of the earnest money as aforesaid for the breach of any of the terms or conditions stipulated aforesaid and contained in the said tender.

We, the Bank _____ further agree that the Guarantee herein contained shall remain in full force and effect till _____ any liability under the Board shall be discharged if the demand for payment is not made within this period.

We, the Bank _____ lastly undertake no to revoke this Guarantee during the currency except with the previous consent of the Board in writing.

This Guarantee shall remain in force till _____ unless demand or claim in writing is made on us within three calendar months from _____ or earlier, all rights of the Board under this Guarantee shall lapse on _____ and we shall be relieved and discharged from all liabilities there under.

FOR AND ON BEHALF OF BANK

Dated _____ day of _____ 2010.

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called 'the Board') having agree to exempt _____ (here indicate the Name and Address of the Contractor) (hereinafter called the said Contractor/s) from the demand, under the terms and conditions of the Agreement to be entered between the Board and the Contractor for _____ (Here indicate the name of the works) (hereinafter called 'the said Agreement') of Security Deposit for the due fulfillment by the said contractor/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank Ltd. (Here indicate the name and Address of the Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Board an amount of not exceeding Rs. _____ (Rupees _____ only), against any loss or damage caused to or suffered or would be caused to or suffered by 'the Board' by reason of any breach by the said contractor(s) of the terms and conditions contained in the said Agreement.

2. We, _____ 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 due by way of loss or damage caused or would be caused to or suffered by the Board by reason of any breach by the said contractor/s of any of the terms and conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regard 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. _____.

3. We, _____ 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 that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been full paid and its claim satisfied or discharged or till 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 discharged the guarantee. Unless a demand or claim under this guarantee is made on us is writing on or writing on or within three months from the expiry date i.e. from _____ we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ 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 form 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 of extension being granted to the said contractor/s or for any forbearance Act or 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.

5. Notwithstanding anything stated above, our liability the Guarantee is restricted to Rs. _____ (Rupees _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from the date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Goa in case an eventuality of encashment arises.

7. We, _____ Bank, hereby undertake not to revoke this guarantee during its currency with the previous consent of the Board in writing.

Dated _____ day of _____ 2010.

For _____ Bank

MORMUGAO PORT TRUST

General Administration Department
Headland, Sada, Goa-403 804.

TENDER FOR HIRING OF TOURIST VEHICLES **FOR MORMUGAO PORT TRUST.**

TENDER NOTICE

Sealed Tenders in the prescribed forms for hiring tourist taxis on need basis for short period are hereby invited by Secretary, Mormugao Port Trust from the reputed tourist taxi operators having minimum experience of two years in supplying such vehicles to reputed organizations.

Tender Notice No.	MPT/PR/25/2010
Name of the work	Hiring of tourist vehicles
Tender is available	Accounts Officer(Cash), Administrative Building, Mormugao Port Trust, Head Land, Sada, Goa-403 804.
Cost of Tender	Rs. 500/- in the form of cash or Pay order/ Demand Draft of a schedule bank, in favour of Mormugao Port Trust, payable at Vasco-da-Gama.
Earnest Money Deposit	Rs. 5,000/- in the form of pay order / Demand Draft of a Schedule Bank, in favour of Mormugao Port Trust, payable at Vasco-da-Gama, Goa.
Security Deposit	Rs. 50,000/- in the form of DD / Bank Guarantee in favour of Mormugao Port Trust, payable at Vasco-da-Gama, Goa.
Date of Sale of the Tender	12/04/2010 to 05/05/2010 at 13.00 hrs.
Last date & time of Submission of tender	05/05/2010 at 15.00 hrs.
Date of Opening of tender (technical bid)	05/05/2010 at 15.30 hrs.

Note: Documents are also available on website: www.mptgoa.com

(J. B. Dhawale)
SECRETARY (I/C)