

മുറുഗോ പർട്ട് ട്രസ്റ്റ്  
MORMUGAO PORT TRUST  
MATERIALS MANAGEMENT DIVISION  
ENGINEERING (MECHANICAL) DEPARTMENT



Ref. NO. MM/SP/36/0245

Date:

To

1) Elecon Engg. Co.Ltd., Mumbai	4) Siemens Ltd., Thane
2) Shanthi Gears Limited, Coimbatore	5) Premium Transmission Ltd., Mumbai
3) Vulcum Gears, Gujarat	6) Ashoka Gears, Noida
	7) Umga Gears Pvt.Ltd., Mumbai

Dear Sir,

**Last date and time of submission of tender : 23.08.2011 on or before 15.00 hrs.**

Sub : Requirement of Input Pinion Shaft and 1<sup>st</sup> intermediate wheel (Matching Wheel)  
Ref: Tender No **MM/NS/MCP/0245** due on **23.08.2011** at 15.00 hrs.  
EMD Rs: 20,000/- (By D.D. or cash)

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/MCP/0245 due on 23.08.2011 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 along with Earnest Money Deposit. 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 **23.08.2011** 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.



**FR-MM (PR)-24**

**मुरगांव पत्तन न्यास**

वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक) विभाग



**MORMUGAO PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ENGINEERING (MECHANICAL) DEPARTMENT**  
**Instructions to Tenderers**

**GENERAL**

1. **Only manufacturers with experience are eligible to quote for this tender.**
2. The tender reference & due date should be superscribed 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 authorised representatives who may choose to be present.
3. The tenderers shall deposit the **Earnest Money Deposit** amount of Rs.20,000/- by cash or by Demand Draft drawn in favour of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/Vasco-da-Gama, Goa. The Earnest Money Deposit can also be deposited in cash at Cash Section, MPT Administrative Office, Headland Sada. . The Financial Adviser and Chief Account Officer must be advised that the amount being deposited in connection with the tender No. **MM/NS/MCP/0245 due on 23.08.2011**. The Earnest Money Deposit i.e. D.D. /Cash Receipt in original shall be sent duly enclosed in the Cover marked "Techno Commercial Offer" Cover I. **Offers without the Earnest Money Deposit in Cover –I will not be considered.**
4. The tender Earnest Money deposits of unsuccessful tenderers will be refunded by crossed cheques on the State Bank of India, Mormugao Harbour Branch, Goa, after a decision has been reached as regards to the acceptance of the tender.
5. The prices should be quoted item wise separately. Prices quoted on lumpsum basis (i.e. for all the items taken together) will not be considered and the offer is liable to be rejected.
6. Offers should not contain any sort of conditional discounts based on quantity or value of order. Offers containing such conditional discounts will be rejected.
7. The prices should be valid for part quantities also.
8. 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.
9. **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 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.

10. The Tender Conditions , Conditions of Contract and the Tender Form attached should be signed and submitted alongwith 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.
11. The offer submitted should satisfy all technical specifications in the attached Annexures, else the offer is liable to be rejected.
12. If the offers are found to deviate from our commercial terms & conditions and technical specifications they are liable to be rejected.
13. All documentary evidence and information requested should be furnished alongwith your offer without fail.
14. 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.
15. **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.**
16. The Administration reserves the right to reject any tender in part or in whole without assigning any reason for doing so.

*Sr.Dy.MATERIALS MANAGER*

**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.**

FR-MM (PR)24

मुरगांव पत्तन न्यास



वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक ) विभाग  
**MORMUGAO PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ENGINEERING (MECHANICAL) DEPARTMENT**

**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 alongwith your offer. The details of your organisation 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 shafts for Gear boxes with similar specifications should be furnished. The order copies should be of last 2 years and complete in all respects.
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 the Gear boxes / Shafts for Gear boxes items to this Port in the past must furnish Performance reports from their reputed customers for orders executed similar to our requirement for last 2 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. **EARNEST MONEY DEPOSIT** :- Tenderers should furnish Earnest Money Deposit as per Para 3 of Instructions to tenderers. Offers without Earnest Money Deposit will not be considered.
5. **SECURITY DEPOSIT:** Within 14 days of acceptance of the tender, the successful tenderer will be required to effect a Security deposit equal to 5% of the value of the order by Demand Draft or Bank Guarantee from a Scheduled Bank. The Demand Draft should be drawn in favour of the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Goa payable at Mormugao Harbour/Vasco-da-gama, Goa. However, in case the Security Deposit is furnished by way of Bank Guarantee the same should be valid for a minimum period of 12 months from the date of receipt of order. **In case the supplies are delayed the Bank Guarantee should be extended for a further period if required.**
6. **PERFORMANCE GUARANTEE** : In addition to the deposits specified in clause 4 and 5 above, the successful tenderers will be required to effect a further deposit of an amount equal to 10% of the value of the accepted tender as Performance Guarantee for 18 months from the date of despatch or 12 months from the date of installation whichever is earlier. . The same may be furnished by Demand Draft or Bank Guarantee. In case the Performance Guarantee is furnished by way of Bank Guarantee the same should be valid for a minimum period of 21 months from the date of supply including the grace period of 3 months.

7. **AGREEMENT** You will have to enter into an agreement with this Administration for satisfactory execution of the order and cost of stamp paper shall be borne by you. Failure to furnish Security Deposit within 14 days of acceptance of the tender and to execute an Agreement shall entail immediate cancellation of the acceptance of the tender and forfeiture of Earnest Money Deposit .

8. **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 . In case prices are bound by price variation clause, the detailed formula supporting it should be given in your offer clearly specifying the quantum of each parameter. The tenderer should also agree to limit the price variation formula to a maximum ceiling, which should be clearly indicated, else the offer will not be considered. All the above parameters should be supported by documentary evidence at the time of settlement of bills.

9. **DELIVERY :-**

The materials should be despatched positively within 10 weeks from the date of receipt of our order. The delivery period shall include preparation and approval of drawings as well. On our part we shall approve the drawings within 7 days of receipt of the same. For any delays in approval of drawings on our part, suitable extension in delivery will be granted. The delivery period also includes inspection notice period of 10 days. Tenderers should indicate their minimum delivery period for supplies to commence and rate of supply thereafter.

10. **TRANSPORTATION** :- The materials should be despatched by road transport, duly packed and insured ,through any reliable Transport Co. as will be indicated by us. The material should be despatched and consigned to the Materials Manager, Mormugao Port Trust, Baina, Vasco-da –Gama Goa on “freight Paid/door delivery “basis.

11. **PAYMENT TERMS::**

The payment terms will be 100% within 30 days of receipt of materials along with the Inspection Certificate or bills whichever is later by EFT. Confirm acceptance.

12. **INSPECTION:**

(a)The materials will be inspected before delivery. You are required to give atleast 10 days advance notice of inspection. For any delays in conducting inspection beyond 10 days, suitable extension in delivery will be granted. However, the materials should not be despatched unless it is inspected or inspection is waived by us in writing. We may also inspect the materials at different stages to ensure quality control.

(b) In case of any dispute or premature failure of materials, tenderers should depute their representative at site of installation for joint inspection at a short notice and at their own expenses. Free replacement for prematurely failed materials etc should be given without any pre-conditions.

(c) The materials will be inspected by our engineers at our site.

13. **PACKING:** The materials should be suitably packed to withstand the hazards of transportation.
14. **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 despatch of material from your works will be considered as date of delivery for the purpose of Liquidated Damages.** For any delay beyond 10 days for deputing our Inspector from the date of intimation, an equivalent extension in delivery will be granted.
15. **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
16. **I.T. CERTIFICATE:** Tenderers should indicate PAN number in their offer.
17. **VALIDITY:** The offer should be valid for a minimum period of 180 days from the date of opening of the tender. In the event of the tenderer withdrawing the tender before the expiry of the validity of the offer, the tender Earnest Money Deposit shall be forfeited to the Mormugao Port Trust.
18. **JURISDICTION:** In case of any dispute, the jurisdiction will be GOA only.
19. **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 authorised 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.

20. 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.



मुरगांव पत्तन न्यास  
वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक ) विभाग  
**MORMUGAO PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ENGINEERING (MECHANICAL) DEPARTMENT**

### CONDITIONS OF CONTRACT

#### 1 DEFINATIONS:-

- PURCHASER means\* MATERIALS MANAGER\* on behalf of the Chairman of the Board of Trustees of Mormugao Port trust.
- \* INSPECTION OFFICER\* means the person, firm or department nominated by the purchaser to inspect stores on his behalf.
- \*CONTRACTOR \* means the person, firm or company whose tender is accepted.

1. CONTRACT:- This contract is for the supply of stores of the description at the rate in the quotations as and at the time and place detailed in the Schedule Order.
2. Delivery: The contractor shall arrange deliveries of stores as detailed in supply order the time and place and the manner specified therein.
3. DELIVERY THE ESSENCE OF THE CONTRACT: The time given for delivery or despatch shall start from the date of receipt of order by the Contractor. The time for the date of delivery or despatch 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 Contractor shall delay to shall however not exceed 10% of the value of the materials ordered. If the Contractor shall delay to complete the supplies or installment 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 contract 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.

If 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 found 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 effect the performance of the contract within a reasonable time. Requests from 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 consignees 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 despatch, 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 despatch, 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

**Sr.Dy.MATERIALS MANAGER**

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.

**Format No. FR-MM (PR) – 10**



**मुरगांव पत्तन न्यास**  
वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक ) विभाग  
**MORMUGAO PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ENGINEERING (MECHANICAL) DEPARTMENT**

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 shall decline to execute an agreement within 14 days of intimation to that effect, my/our tender may not be

I/We further agree if

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.



मुरगांव पोर्ट ट्रस्ट  
वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक) विभाग  
**MORMUGAO PORT TRUST**  
MATERIALS MANAGEMENT DIVISION  
ENGINEERING (MECHANICAL) DEPARTMENT

ANNEXURE-I

TECHNO COMMERCIAL SCHEDULE

COVER I

OFFER NO.                      DATE TENDER NO.MM/NS/MCP/0245    DUE ON **23.08.2011**

Sr. No	Description	Qty.	P.F. in %	E.D. in %	CST in %	Freight in %	Insurance in %	Others, if any in %	Brand/ Model
1	Input Pinion Shaft 21 T x 7M & Intermediate Gear 56T x 7M (As per our Drg. No. 039303/A, suitable for 'Elecon' Make SCN 500 Gear Boxes.	2 Sets							

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

P/F- Packing & Forwarding

Date:

Name, Signature & Seal of the Tenderer

ANNEXURE-II



मुरगांव पोर्ट ट्रस्ट  
वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक) विभाग  
**MORMUGAO PORT TRUST**  
MATERIALS MANAGEMENT DIVISION  
ENGINEERING (MECHANICAL) DEPARTMENT

TECHNO COMMERCIAL SCHEDULE

COVER II

OFFER NO. DATE TENDER NO.MM/ NS/MCP/0245 DUE ON 23.08.2011

Sr. No	Description	Qty.	U/Rate (Basic) (Rs.) (a)	P.F in % (d)	E.D in % (b)	CST in % ©	Fre- ight in % (e)	Insu- rance in % (f)	Others, if any in % (g)	Total (For Dest. Price (Rs.) (a+b+c+d +e+f+g)	Brand/ Model
1	Input Pinion Shaft 21 T x 7M & Intermediate Gear 56T x 7M (As per our Drg. No. 039303/A, suitable for 'Elecon' Make SCN 500 Gear Boxes.	2 sets									

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

मुर्गांव पत्तन न्यास  
वस्तु प्रबंध प्रभाग - इंजीनियरी (यांत्रिक) विभाग  
**MORMUGAO PORT TRUST**  
**MATERIALS MANAGEMENT DIVISION**  
**ENGINEERING (MECHANICAL) DEPARTMENT**

**ANNEXURE-A**

SR. NO.	DESCRIPTION	QTY. REQD
1.	Design, manufacture and supply of Input Pinion Shaft 21T x 7M & Intermediate Gear 56 T x 7M generally as per drg. No. 039303/A and sample suitable for 'Elecon' make SCN 500 Gear boxes.	2 sets

The Technical Specifications of the Gear box are as follows:-

Type – SCN 500

Input speed – 1480 rpm

Ratio- 31.5:1

Ratio actual : 31.877:1

Motor Power : 500 HP.

The input shaft shall be in matched pair with the gear. The details are shown in the drg. No. 039303/A. The number of teeth of pinion are 21 and that of gear are 56. The gear teeth are hardened and ground and are spur helical. The pinion is integral with the shaft and the gear is with Keyed arrangement.

**Note: The tenderer can inspect the sample at our site before furnishing the offer and sample will be provided at the time of manufacture. However, material specifications and other technical details not indicated in the drawings will have to be decoded by you based on the specifications furnished.**

Sr.Dy.MATERIALS MANAGER

Signature & Seal of the Tenderer

### **PREQUALIFICATION CRITERIA**

- 1. Only tenderers having full-fledged gear reducer design and manufacture facilities can quote for the tender. The facilities of gear box manufacturer who have not supplied gear boxes/spares of gear boxes to us in the past will be inspected by our representative and tenderers having required facilities will only be considered.**
- 2. The tenderers should have designed, manufactured and supplied gear reducers with capacity from 500 HP and above and should furnish supporting documents alongwith performance certificates from their reputed clients.**
- 3. The tenderer should attach atleast one copy of order for pinion shafts/gear boxes executed by them during the last 2 years. The value of orders executed should be atleast 4 lakhs and above.**
- 4. If the past performance of the tenderer is found to be not satisfactory as regards quality/delivery then their offer may not be consider for price bid opening.**

SR. DY. MATERIALS MANAGER

