

MUMBAI PORT TRUST STORES DEPARTMENT

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Condition Group : 6 GENERAL CONDITIONS OF TENDER

- 1 THE TENDER SHOULD BE DULY FILLED IN, SIGNED ON EACH PAGE AND SUBMITTED IN A SEALED COVER ADDRESSED TO THE MATERIALS MANAGER, MUMBAI PORT TRUST, BHANDAR BHAVAN, MUZHAWAR PAKHADI ROAD, MAZAGAON, MUMBAI-400 010, SUPERSCRIBED WITH TENDER NO., DUE DATE AND TIME SO AS TO REACH THE ABOVE OFFICE ON OR BEFORE THE DUE DATE AND TIME SPECIFIED. EVEN IF NOT ABLE TO QUOTE, THE TENDERER IS REQUESTED TO RETURN THE TENDER BY THE DUE DATE WITH A SUITABLE ENDORSEMENT ON THE TENDER AND DULY SIGNED.
- 2 A) IF THE TENDER IS NOT OPENED ON THE DUE DATE FOR SOME REASONS ,THEN THE SAME SHALL BE OPENED ON THE NEXT WORKING DAY. AND IN SUCH A SITUATION , THE TENDERERS CAN SUBMIT THEIR OFFERS TILL THE NEXT WORKING DAY UPTO 14.30 HRS.

B)LATE RECEIVED OFFERS ARE NOT LIKELY TO BE CONSIDERED.
- 3 ALL TENDER SET MUST BE RETURNED IN ORIGINAL AND ANY OFFER NOT ACCOMPANIED BY THIS TENDER SET MAY BE LIABLE FOR REJECTION. IN THE EVENT OF CONTRADICTION BETWEEN OFFERS AND CONDITIONS ON FIRMS LETTER HEAD / FORMAT AND MBPT FORMAT IN THE TENDER SET, OFFERS AND CONDITIONS ON THE MBPT TENDER SET SHALL PREVAIL.
- 4 ALL ENTRIES IN THE TENDER MUST BE TYPEWRITTEN. ERASURES OR ALTERATIONS IN THE TENDER IF NOT ATTESTED BY THE TENDERER MAY RENDER IT LIABLE FOR REJECTION.
- 5 TENDERER WILL STATE MAKER'S NAME, BRAND, COUNTRY OF MANUFACTURE OF THE ITEM OFFERED, IF ASKED FOR.
- 6 OFFER FOR BRANDS OTHER THAN APPROVED BRANDS MENTIONED IN THE TENDER MAY NOT BE CONSIDERED.
- 7 TENDERER WILL OFFER EXACTLY AS PER TENDER SPECIFICATIONS. COUNTER OFFERS WILL NOT BE ACCEPTED.
- 8 THE TENDERER WILL MENTION TECHNICAL SPECIFICATIONS, DIMENSIONS & WEIGHT IN METRIC SYSTEM AND AS PER INDUSTRY STANDARDS.
- 9 RATE MUST BE QUOTED BOTH IN FIGURES AS WELL AS IN WORDS WITHOUT WHICH THE OFFER IS LIKELY TO BE IGNORED. THE UNIT OF THE MATERIAL INDICATED IN THE TENDER SHOULD NOT BE ALTERED AND THE RATE SHOULD BE FOR THE SAID UNIT ONLY.
- 10 RATE QUOTED SHOULD BE INCLUSIVE OF ALL CHARGES FOR DELIVERY AT MUMBAI PORT TRUST, STORES DEPARTMENT, MAZAGAON, MUMBAI-400 010 OR ANY OTHER LOCATION OF MB.P.T.
- 11 TENDERER WILL ALSO SEPARATELY QUOTE TAXES, DUTIES LEVIES & FREIGHT AND OTHER CHARGES, IF ANY.
- 12 WHERE OFFERS SUBMITTED INVOLVE IMPORTATION, THE TENDERER WILL FURNISH FOB PRICE ONLY AS MBPT IS ALLOWED TO IMPORT ON FOB BASIS ONLY.
- 13 THE TENDERER SHOULD QUOTE FIRM PRICE IN THEIR OFFER WITHOUT WHICH THEIR OFFER IS LIKELY TO BE IGNORED.
- 14 TENDERER WILL FURNISH PREVAILING RATE OF TAXES AND DUTIES, IN CASE THE OFFER IS FOR VARIATION IN TAXES AND DUTIES AT A LATER DATE , TO JUSTIFY OR SUBSTANTIATE ITS BASIS.

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- 15 TENDERER WILL NOT FURNISH ANY AMBIGUOUS OR VAGUE INFORMATION IN THE TENDER. FOR UNWORKABLE RATES A PENALTY OF RS.1000/- WILL BE LEVIED IF CHANGE IN RATES OR WITHDRAWAL OF OFFER WITHIN THE INITIAL VALIDITY PERIOD IS DONE, WITHOUT PREJUDICE TO MBPT RIGHTS.
- 16 RATES OF TAXES/DUTIES/LEVIES, ETC. SUCH AS SALES TAX, CENTRAL SALES TAX, GENERAL TAX, EXCISE DUTY OR OCTROI PAYABLE ON THE MATERIAL SHOULD BE GIVEN IN THE OFFER. IF NOTHING IS STATED IN THE RATE QUOTED, THEN THE RATE QUOTED WILL BE DEEMED TO INCLUDE ALL THE TAXES & LEVIES. FOR RECEIVING PAYMENT OF SALES TAX, THE TENDERER WILL DECLARE IN THE OFFER THAT THEY ARE REGISTERED UNDER THE MUMBAI SALES TAX ACT, 1959 AND/OR UNDER INDIAN SALES TAX ACT, 1957 AND QUOTE THE SALES TAX REGISTRATION NUMBER. FULL SALES TAX/CENTRAL SALES TAX WILL BE PAID AS MUMBAI PORT TRUST IS NOT EMPOWERED TO ISSUE ANY `C' FORM OR `D' FORM FOR CONCESSIONAL RATES. OFFERS WITH SALES TAX/OTHER TAXES/CHARGES EXTRA WITHOUT SPECIFYING RATES THEREFOR ARE LIKELY TO BE IGNORED.
- 17 ANY DOWNWARD VARIATION IN TAXES/DUTIES/LEVIES SUCH AS MODVAT, VAT ETC. WILL BE PASSED ON TO MB.P.T.
- 18 THE EARNEST MONEY DEPOSIT (EMD) AS PRESCRIBED ON THE TENDER SETS WILL BE ACCEPTED ONLY IN THE FORM OF DEMAND DRAFT OR PAY ORDER DRAWN ON ANY NATIONALISED/SCHEDULED BANK & NON-SCHEDULED/CO-OPERATIVE BANK SITUATED IN MUMBAI ONLY AND PAYABLE AT MUMBAI IN FAVOUR OF `THE BOARD OF TRUSTEES OF THE PORT OF MUMBAI' OR `THE MATERIALS MANAGER, MUMBAI PORT TRUST'. (EARNEST MONEY DEPOSIT IN CASH OR IN THE FORM OF BANK GUARANTEE WILL NOT BE ACCEPTED.) IF FOR ANY REASON THE AMOUNT IS NOT REALISED ON DEMAND THE OFFER OF THE TENDERER WILL BE DEEMED TO BE VOID.
- 19 THE EARNEST MONEY DEPOSIT WILL BE PUT IN A SEPARATE SEALED ENVELOPE AND THIS ENVELOPE ALONGWITH TENDER DOCUMENT WILL BE PUT IN THE TENDER ENVELOPE. BOTH ENVELOPES WILL BE SEALED PROPERLY. THE INNER ENVELOPE WILL BE MARKED AS `EARNEST MONEY DEPOSIT' AND THE OUTER ENVELOPE WILL BEAR THE IDENTIFICATIONS AS FOLLOWS:
 - I) TENDER NO.
 - II) DESCRIPTION OF ITEM
 - III)TENDERER'S NAME, ADDRESS AND TELEPHONE NO. & FAX NO.
 - IV)TIME AND DATE OF TENDER OPENING
 - V) EMD DETAILS.IF THE ENVELOPES ARE NOT SEALED AND MARKED PROPERLY, THE MUMBAI PORT TRUST WILL ASSUME NO RESPONSIBILITY FOR MISPLACEMENT OR FOR PREMATURE OPENING OF TENDER SUBMITTED.
- 20 TENDERS NOT ACCOMPANIED WITH THE REQUISITE EMD SHALL BE TREATED AS INVALID AND SHALL NOT BE OPENED.
- 21 THE TENDERER SHOULD ARRANGE THEMSELVES TO COLLECT THE EMD RECEIPT WITH PROPER AUTHORIZATION LETTER FROM THE CASH SECTION OF THIS OFFICE WITHIN 7 WORKING DAYS FOLLOWING THE DUE DATE OF THE TENDER.
- 22 THE TENDERER AVAILING FACILITY OF PERMANENT EMD SHOULD CLEARLY INDICATE ON THE TENDER ENVELOPE REGISTRATION NO., NAME OF THE TENDERER AND GROUP NOS. FOR WHICH THEY ARE REGISTERED. THE TENDERER SHOULD ALSO SUBMIT A LETTER ALONG WITH THE TENDER STATING THAT THE OFFER IS SUBMITTED AGAINST PEMD. THIS LETTER SHOULD BE PLACED IN A SEALED COVER AS INDICATED AT SR.NO.19 ABOVE.

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- 23 THE EARNEST MONEY DEPOSIT WILL BE REFUNDED TO THE UNSUCCESSFUL TENDERERS BY A CHEQUE DRAWN ON STATE BANK OF INDIA, MUMBAI AFTER THE TENDER IS SETTLED. EMD WILL BE REFUNDED TO THE SUCCESSFUL TENDERER AFTER LODGEMENT OF SECURITY DEPOSIT. MB.P.T. WILL NOT BE RESPONSIBLE FOR REIMBURSING TO THE TENDERER THEIR BANK COMMISSION FOR ISSUE OF BANKER'S CHEQUE/DEMAND DRAFT/PAY ORDER AND FOR ENCASHING SUCH CHEQUE. NO INTEREST WILL BE PAYABLE BY THE TRUSTEES FOR THE EMD DEPOSITED.
- 24 IN THE EVENT OF THE TENDERER WITHDRAWING HIS OFFER BEFORE EXPIRY OF THE VALIDITY PERIOD OF THE TENDER, HIS OFFER WILL BE TREATED AS CANCELLED AND EMD DEPOSITED WILL BE FORFEITED BY MB.P.T.
- 25 IN CASE OF SUCCESSFUL TENDERER, EMD WILL BE FORFEITED BY THE MB..P.T. IN THE EVENT OF ANY BREACH WHATSOEVER ON THE PART OF SUCH TENDERER OF ANY OF THE TERMS AND CONDITIONS UPON AND SUBJECT TO WHICH THE TENDERER'S OFFER SHALL BE ACCEPTED BY THE MB.P.T.
- 26 THE SUCCESSFUL TENDERER WILL PAY SECURITY DEPOSIT (SD) AT 5% OF THE TOTAL VALUE OF PURCHASE ORDER/RATE CONTRACT INCLUSIVE OF ALL TAXES AND LEVIES WITHIN 14 DAYS FROM THE DATE OF OUTWARD NO. OF PURCHASE ORDER IN FORM OF DEMAND DRAFT/PAY ORDER DRAWN IN FAVOUR OF 'THE BOARD OF TRUSTEES OF THE PORT OF MUMBAI' OR 'THE MATERIALS MANAGER, MUMBAI PORT TRUST' & PAYABLE AT MUMBAI. NO INTEREST WILL BE PAYABLE FOR THE SUM SO DEPOSITED. THE SECURITY DEPOSIT WILL BE REFUNDED ONLY AFTER SUCCESSFUL EXECUTION OF THE PURCHASE ORDER/RATE CONTRACT IN FULL TO THE SATISFACTION OF THE MATERIALS MANAGER. THE EMD LODGED BY THE SUCCESSFUL TENDERER WILL NOT BE REFUNDED TILL RECEIPT OF SD.
- 27 IN RESPECT OF TENDER ISSUED FOR CONTRACT ARRANGEMENT, IT WILL BE OPTIONAL FOR THE SUCCESSFUL TENDERER TO LODGE SECURITY DEPOSIT OF 5% OF THE TOTAL VALUE OF CONTRACT IN THE FORM OF BANK GUARANTEE FROM THE MUMBAI BRANCH OF ANY NATIONALISED BANK. THE TENDERER HAS TO SUBMIT DRAFT BANK GUARANTEE IN THE PRESCRIBED FORMAT TO THIS DEPARTMENT, WHICH WILL BE SENT TO CHIEF LAW OFFICER & ADVOCATE, MBPT, FOR APPROVAL. THE TENDERER HAS TO LODGE BANK GUARANTEE AS APPROVED BY CLO&A FOR WHICH HE HAS TO PAY RS.120/- TOWARDS LEGAL CHARGES.
- 28 SUPPLIERS ARE ADVISED TO SEE THE DEPARTMENTAL SAMPLE /SPECIMEN BEFORE QUOTING . DEPARTMENTAL SAMPLE /SPECIMEN CAN BE SEEN IN THE RESPECTIVE PURCHASE SECTIONS DURING OFFICE HOURS AND TILL 13.00 HRS ON THE DUE DATE OF TENDER. THE SAMPLE WHEREVER CALLED FOR AS STATED IN TENDER NOTICE MUST BE SUBMITTED TO THE MM CELL WHICH WILL BE RECEIVED UPTO 14.30 HRS. ON THE LAST DATE SPECIFIED FOR RECEIPT OF TENDER. THE TENDERERS CAN ALSO SUBMIT THE SAMPLE BY ENCLOSING THE SAME WITH THE TENDER. THE RELEVANT CH.NO. & DATE UNDER WHICH THE SAMPLE IS SUBMITTED TO THE MM CELL OR IF THE SAMPLE IS ENCLOSED WITH THE TENDER, THE DETAILS OF THE SAME MUST BE INDICATED ON THE TENDER ENVELOPE WITHOUT WHICH THE TENDER WILL NOT BE OPENED.
- 29 UNLESS OTHERWISE PROVIDED IN THE CONTRACT ALL SAMPLES REQUIRED FOR TEST SHALL BE SUPPLIED BY THE CONTRACTOR FREE OF COST. ACKNOWLEDGEMENTS SHOULD BE OBTAINED FOR SAMPLE SENT TO MATERIALS MANAGER'S OFFICE. IN THE ABSENCE OF RECEIPT FROM THIS OFFICE FOR ANY SAMPLES, ANY CLAIM THAT THE SAMPLE HAS BEEN DELIVERED WILL NOT BE ENTERTAINED.

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- 30 THE PURCHASER RESERVES THE RIGHT TO TEST TO DESTRUCTION OR TO USE UP ENTIRELY ANY SAMPLE SUBMITTED IN CONNECTION WITH THE TENDER FOR THE PURPOSE OF DETERMINING ITS QUALITY OR WORKMANSHIP OR FOR ANY OTHER REASON WHATSOEVER AND IN SUCH CASE NO CLAIM FOR PAYMENT FOR SAMPLE SO DESTROYED OR USED UP WILL BE ENTERTAINED UNDER ANY CIRCUMSTANCES.
- 31 THE TENDERER/S SHALL QUOTE THE DELIVERY PERIOD IN TERMS OF NUMBER OF DAYS ONLY, IN THE SPACE PROVIDED ON THE FORMAT S/FO/204 AND / OR S/FO/207 AT SERIAL NO.13. THE DELIVERY PERIOD 'EX-STOCK' / ' READY STOCK' / 'IMMEDIATE' ETC IF QUOTED SHALL BE TREATED AS SEVEN DAYS FROM THE OUTWARD DATE OF PURCHASE ORDER.
- 32 THE DELIVERY PERIOD WILL COMMENCE FROM THE DATE OF THE OUTWARD NO. OF PURCHASE ORDER AND DATE OF DELIVERY WILL BE CALCULATED FROM THAT DATE.
- 33 IN CASES OF PRINTING ITEMS WHERE PROOF IS SUBMITTED FOR APPROVAL IN ACCORDANCE WITH TENDER/PURCHASE ORDER INSTRUCTIONS, THE PERIOD TAKEN BY THIS PORT TRUST FOR APPROVAL OF PROOF [I.E. THE PERIOD FROM THE DATE OF RECEIPT IN THIS OFFICE OF PROOF FOR APPROVAL TO THE DATE OF ISSUE OF APPROVED AND FINAL PROOF TO THE FIRM (BOTH DAYS INCLUSIVE)] WILL BE EXCLUDED WHILE CALCULATING SUCH DELIVERY PERIOD AND DELIVERY DATE WILL BE WORKED OUT ACCORDINGLY.
- 34 THE MATERIALS MANAGER, MUMBAI PORT TRUST RESERVES THE RIGHT TO ACCEPT PLUS OR MINUS 5% OF THE QUANTITY ORDERED.
PART QUANTITIES LESS THAN 40% OF THE TOTAL ORDER QUANTITY WILL NOT BE ACCEPTED UNLESS IT IS SPECIFICALLY MAINTAINED IN THE PURCHASE ORDER FOR DELIVERY BY INSTALMENT.
- 35 MBPT STANDARD PAYMENT TERMS ARE 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL FOR WHICH GOODS RECEIPT & ACCEPTANCE NOTE WILL BE ISSUED . SUPPLIER SHALL SUBMIT BILL IN MB.P.T. BILL FORMS IN DUPLICATE ALONGWITH THE ATTESTED COPY OF PAN CARD(IF NOT SUBMITTED EARLIER) TO THE SENIOR ACCOUNTS OFFICER, STORES ACCOUNTS OFFICE, MUMBAI PORT TRUST, MAZAGAON, MUMBAI - 400 010. SUBMISSION OF BANK DETAILS FOR ECS AND PAN CARD COPY WILL HELP TO SPEED UP THE PAYMENT TO THE FIRMS.
- 36 MBPT DOES NOT ENCOURAGE ADVANCE PAYMENT OR PAYMENT AGAINST DELIVERY. SUCH PAYMENT TERMS FROM REGISTERED SUPPLIERS ARE NOT ACCEPTABLE AT ALL. IN EXCEPTIONAL CASES, ADVANCE PAYMENT TERMS MAY BE ACCEPTED BUT ONLY AGAINST A BANK GUARANTEE OF THE LIKE AMOUNT.
THE FIRMS SEEKING SUCH PAYMENT SHALL , ON RECEIPT OF PURCHASE ORDER, SUBMIT A PROFORMA INVOICE ALONG WITH AN ATTESTED COPY OF PAN CARD TO FACILITATE DRAWAL OF CHEQUE AT THE EARLIEST.
- 37 THE OVERSEAS SUPPLIERS SHALL STATE MODE OF PAYMENT. PAYMENT FOR IMPORTED ITEMS IN FOREIGN CURRENCY IS GENERALLY MADE THROUGH STANDARD IRREVOCABLE LETTER OF CREDIT.
- 38 THE TENDERER WILL KEEP HIS OFFER OPEN FOR ACCEPTANCE FOR A PERIOD AS PRESCRIBED IN THE TENDER SET (S/FO/17).

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- 39 AT THE TIME OF DELIVERY, THE SUPPLIER WILL PRODUCE A CERTIFIED COPY OF THE MANUFACTURER'S TEST CERTIFICATE TO ESTABLISH THAT THE GOODS CONFORM TO THE RELEVANT B. I.S SPECIFICATIONS WHEREVER APPLICABLE. THE SUPPLIER WILL ALSO BE REQUIRED TO PRODUCE A CERTIFIED COPY OF THE VALID LICENCE ISSUED BY THE BUREAU OF INDIAN STANDARDS TO PUT THE MARK OF I.S.I ON THEIR GOODS.
- 40 A) THE SUPPLIER, AT THE TIME OF THE DELIVERY OF THE GOODS, WILL SUBMIT A CERTIFICATE ON HIS LETTERHEAD CLEARLY STATING THAT 'THE MATERIAL BEING SUPPLIED BY HIM CONFORMS TO THE PURCHASE ORDER SPECIFICATIONS'.
B) IN CASE THE MATERIAL SUPPLIED BY THE SUPPLIER IS REJECTED FOR NOT MEETING THE PURCHASE ORDER SPECIFICATIONS, A PENALTY OF 1% OF THE PURCHASE ORDER AMOUNT, SUBJECT TO MINIMUM AMOUNT OF RS.1000/- WILL BE LEVIED ON THE SUPPLIER AND THE SAME MAY BE RECOVERED FROM HIS PENDING BILLS, EMD, SECURITY DEPOSIT OR PERMANENT EMD IN THE CASE OF REGISTERED DEALER.
C) IN CASE OF UNREGISTERED DEALERS AND TENDERS COSTING BELOW RS.20,000/-, REJECTED GOODS WILL NOT BE ALLOWED TO BE REMOVED UNTIL THE FIRM PAYS THE AFORESAID PENALTY TO THIS DEPARTMENT.
- 41 IN CASE OF OFFERS WHERE PAYMENT AGAINST DISPATCH DOCUMENTS IS STIPULATED, INSPECTION OF THE GOODS AT THE SUPPLIER'S PREMISES BEFORE DISPATCH SHALL BE NECESSARY SO AS TO AVOID THE POSSIBILITY OF REJECTION OF THE GOODS AT DESTINATION. THE PORT TRUST RESERVES THE RIGHT TO CHECK THE GOODS AGAIN AFTER ARRIVAL AT THE MBPT'S PREMISES AND TO REJECT THEM IF FOUND DEFECTIVE OR AT VARIANCE WITH THE GOODS INSPECTED AT THE SUPPLIER'S PREMISES.
- 42 THE TENDERERS ARE FREE TO OFFER MATERIAL INSPECTED AND PASSED BY RITES / DQA / LRS / DNV .
HOWEVER IN SUCH A SITUATION THE RATE QUOTED SHALL BE INCLUSIVE OF ALL THE CHARGES TOWARDS SUCH INSPECTION AND PASSING OF THE MATERIAL.
- 43 SAMPLE/S FROM THE SUPPLIED MATERIAL SHALL BE DRAWN IN PRESENCE OF THE SUPPLIER'S REPRESENTATIVE (WHO SHALL BE DEPUTED WITHIN 3 DAYS FROM THE DATE OF RECEIPT OF INTIMATION SENT AFTER RECEIPT OF THE SUPPLIED MATERIAL FAILING WHICH THE SAMPLE/S SHALL BE DRAWN EX-PARTE) AND SENT TO A LABORATORY SELECTED BY THE STORES DEPARTMENT, MBPT FOR TESTING. THE RESULT OF THE TEST/S SHALL BE FINAL AND BINDING ON THE SUPPLIER. THE TESTING CHARGES WILL HAVE TO BE BORNE BY THE SUPPLIER. HOWEVER THIS PROCEDURE OF DRAWING SAMPLE/S AND SENDING THEM TO LABORATORY FOR TESTING SHALL NOT BE APPLICABLE IF THE SUPPLIER SUPPLIES MATERIAL INSPECTED AND PASSED BY RITES / DQA / LRS / DNV BUT THEN NO CHARGES TOWARDS SUCH INSPECTION AND PASSING WILL BE REIMBURSED TO THE SUPPLIER.
- 44 THE SUPPLIER WILL GIVE WARRANTY THAT THE MATERIAL BEING SUPPLIED BY HIM IS NEW, UNUSED, FREE FROM ALL DEFECTS AND FAULTS IN MATERIALS WORKMANSHIP AND MANUFACTURE AND IS CONSISTENT WITH THE ESTABLISHED AND GENERALLY ACCEPTED STANDARDS OF THE MATERIALS OF THE TYPE ORDERED AND IN FULL CONFORMITY WITH SPECIFICATIONS, DRAWINGS OR SAMPLES, IF ANY AND SHALL IF OPERABLE, OPERATE PROPERLY.

THIS WARRANTY SHALL SURVIVE INSPECTION OF, PAYMENT FOR AND ACCEPTANCE OF THE GOODS FOR SATISFACTORY PERFORMANCE FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF DELIVERY.(THIS IS APPLICABLE IN CASE OF SPARE PARTS & EQUIPMENTS)

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- 45 THE SUPPLIER WILL ENSURE THAT THE CORRECT MATERIAL WILL BE SUPPLIED AND IF THERE IS ANY DEFECT, FLAW, FAULT OR DEFICIENCY, NOTIFIED TO THE SUPPLIER WITHIN A PERIOD OF ONE YEAR, THE SUPPLIER WILL RECTIFY THE DEFECTS OR REPLACE THE SAME WITHOUT ANY EXTRA COST. WHENEVER TENDERER QUOTES FOR THE REVISED PART NUMBER IN CASE OF SPARE PARTS, IT SHOULD BE GUARANTEED THAT THE SAME WILL FIT CORRECTLY ON THE RESPECTIVE ENGINES WITHOUT ANY DETERIORATION IN THE PERFORMANCE.
- 46 IF THE SUPPLIER FAILS TO DELIVER THE STORES OR ANY INSTALMENT THEREOF WITHIN THE PERIOD FIXED FOR SUCH DELIVERY IN THE SCHEDULE OR AS EXTENDED OR AT ANY TIME REPUDIATES THE CONTRACT BEFORE THE EXPIRY OF SUCH PERIOD, THE PURCHASER MAY WITHOUT PREJUDICE TO HIS OTHER RIGHTS RECOVER FROM THE CONTRACTOR AS AGREED LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY, A SUM EQUIVALENT TO 2% OF THE PRICE OF ANY STORES (INCLUDING ELEMENTS OF TAXES, DUTIES, FREIGHT, ETC.) WHICH THE CONTRACTOR HAS FAILED TO DELIVER WITHIN THE PERIOD FIXED FOR DELIVERY IN THE SCHEDULE OR AS EXTENDED FOR EACH MONTH OR PART OF A MONTH DURING WHICH THE DELIVERY OF SUCH STORES MAY BE IN ARREARS WHERE DELIVERY THEREOF IS ACCEPTED AFTER EXPIRY OF THE AFORESAID PERIOD. TENDERERS SHOULD NOTE THAT MAXIMUM ALLOWABLE DELAY WILL NOT EXCEED 3 MONTHS EVEN WITH THE LEVY OF LIQUIDATED DAMAGES.
- 47 THE MB.P.T. IS NOT BOUND TO ACCEPT THE LOWEST TENDER. ANY OR ALL TENDERS IN WHOLE OR IN PART MAY BE REJECTED WITHOUT ASSIGNING ANY REASON. MB.P.T. FURTHER RESERVE THE RIGHT TO ACCEPT ANY TENDER IN WHOLE OR IN PART AT THEIR OPTION.
- 48 RISK PURCHASE NOTICE (RPN) FOR THE DEFAULT WILL BE ISSUED IN STANDARD FORMAT OF THIS PORT TRUST.
- 49 IN CASE THE SUPPLIER RESPONDS TO THE NOTICE BY THE DATE INDICATED THEREIN, THEN THE NEW DATE OF DELIVERY INDICATED BY THE SUPPLIER MAY BE ACCEPTED, SUBJECT TO DEDUCTION OF THE L.D. FROM THE SUPPLIER'S BILL, FOR THE PERIOD OF DELAY BEYOND THE SCHEDULED DELIVERY PERIOD. A LETTER, ACCEPTING THE DELAY IN DELIVERY SUBJECT TO DEDUCTION OF LIQUIDATED DAMAGES, WILL BE ISSUED TO THE SUPPLIER WHEREIN NEW DATE OF DELIVERY WILL BE CLEARLY INDICATED. THE MAXIMUM ALLOWABLE DELAY WILL NOT EXCEED 3 MONTHS, BEYOND THE SCHEDULED DELIVERY DATE, EVEN WITH THE LEVY OF LIQUIDATED DAMAGES.
- 50 IN CASE, THE SUPPLIER FAILS TO RESPOND TO THE NOTICE BY THE DATE INDICATED THEREIN THEN THE PURCHASE ORDER WILL STAND CANCELLED FROM THAT DATE. THE SUPPLIER WILL BE INFORMED IN WRITING THAT SINCE HE HAS FAILED TO CONFIRM THE NEW DELIVERY DATE AS REQUIRED IN THE RPN, THE ORDER STANDS CANCELLED FROM THE DATE INDICATED IN THE RPN AND THE GOODS WILL NOW BE PROCURED AT HIS RISK AND COST.
- 51 THE GOODS DELIVERED AFTER THE DATE INDICATED IN THE RISK PURCHASE NOTICE (RPN), OR IF THE SUPPLIER FAILS TO RESPOND TO THE REMINDERS / RPN , OR DELIVERED AFTER THE REVISED DATE OF DELIVERY, WILL NOT BE ALLOWED TO BE UNLOADED IN THE STORES PREMISES.

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- 52 ANY DEFAULT IN THE SUPPLY OR FAILURE TO DELIVER AN APPROVED QUALITY WITHIN THE TIME STIPULATED WILL INVOLVE PURCHASE FROM ANOTHER SOURCE AT THE RISK AND EXPENSES OF THE SUPPLIER OF THE WHOLE OR ANY PORTION OF THE SUPPLY REMAINING UNDELIVERED OR UNAPPROVED. STORES SUPERVISION CHARGES WILL BE LEVIED @ 37% OF THE DIFFERENCE BETWEEN COST OF MATERIAL (INCLUDING TAXES, OTHER LEVIES, ETC.) PURCHASED FROM ELSEWHERE AND COST OF MATERIAL (INCLUDING TAXES, OTHER LEVIES, ETC.) NOT DELIVERED BY THE DEFAULTING SUPPLIER.
- 53 THE PRICED PUBLICATION OF STANDARD CONDITIONS OF CONTRACT (YELLOW BOOK) IS AVAILABLE WITH THE CASHIER , CASH SECTION , 1 ST FLOOR , BHANDAR BHAVAN, MAZAGAON , MUMBAI - 400 010. ON PAYMENT OF RS. 5/-. THESE CONDITIONS WILL ALSO BE APPLICABLE. HOWEVER, IN CASE OF ANY CONTRADICTION , THE ABOVE TENDER CONDITIONS WILL PREVAIL.
- 54 TENDERS UNLESS SUBMITTED ON TENDER DOCUMENTS PURCHASED FROM THIS OFFICE AGAINST OFFICIAL RECEIPT OR DOWNLOADED FROM OUR WEBSITE WWW.MUMBAIPORT.GOV.IN WILL NOT BE REGARDED AS VALID TENDERS. IN CASE OF OFFERS MADE ON TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE THE BIDDER WILL PAY THE COST OF TENDER DOCUMENTS (RS.50/-) IN THE FORM OF DEMAND DRAFT/PAY ORDER DRAWN IN FAVOUR OF 'THE BOARD OF TRUSTEES OF THE PORT OF MUMBAI' OR 'THE MATERIALS MANAGER, MUMBAI PORT TRUST' PAYABLE AT MUMBAI ALONGWITH THE OFFER. THE OFFER MADE ON THE TENDER DOCUMENTS DOWNLOADED FROM THE WEBSITE BUT NOT ACCOMPANIED WITH THE COST OF TENDER DOCUMENTS WILL BE CONSIDERED INVALID OFFER & RESEALED.
- 55 MANUFACTURERS AND THEIR AUTHORISED DEALERS SHOULD ONLY QUOTE. OFFERS FROM OTHERS WILL BE PASSED OVER. A COPY OF CERTIFICATE OF AUTHORISED DEALERSHIP SHOULD BE ENCLOSED WITH THE OFFER.
- 56 A) IN CASE OF THE DGS&D R/C ,THE OFFERS RECEIVED AGAINST THE TENDER SHALL BE GRADED ON THE BASIS OFGENERAL TERMS AND CONDITIONS GOVERNING THE DGS&D RATE CONTRACT AND INSTRUCTIONS TO DDOS / CONSIGNEES, EXCEPT PAYMENT CONDITIONS.I.E, PAYMENT WILLBE WITHIN 30 DAYS AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL.
- B) MBPT SHALL ACCEPT ANY OFFER AMONGST THE TIE OFFERS, WITHOUT ASSIGNING ANY REASON /S,
- C) INCASE ITEM/S OFFERED IS / ARE "ISI MARKED" OR "EN MARKED", COPY OF VALID CERTIFICATE OF MARKING LICENCE (CM/L) SHOULD BE ENCLOSED ALONG WITH THE OFFER, FAILING WHICH THE OFFER MAY NOT BE CONSIDERED.
- 57 THE BIDDER SHALL GIVE AN UNDERTAKING THAT THEY HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON / AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID.
THE BIDDERS SHALL DISCLOSE ANY PAYMENTS MADE OR PROPOSED TO BE MADE TO ANY INTERMEDIARIES (AGENTS ETC.) IN CONNECTION WITH THE BID.

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58 THE TENDERER/S SHALL NOT STIPULATE VALIDITY OF THEIR OFFER/S LESSER THAN THE VALIDITY STIPULATED IN THE TENDER DOCUMENTS. SUCH OFFERS SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE IGNORED SUMMARILY.

59 THE TENDERER MAY OPT FOR ELECTRONIC CLEARANCE SYSTEM (ECS) PAYMENT ,IF THE TENDERER IS LOCATED IN MUMBAI. THE TENDERER LOCATED OUTSIDE MUMBAI AND ANYWHERE IN INDIA MAY OPT FOR PAYMENT THROUGH NATIONAL ELECTRONIC CLEARANCE SYSTEM (NECS) PROVIDED THAT THE CONCERNED BRANCH OF BANK IS CORE BANKING-ENABLED AND THE MICR CODE STARTS WITH NUMBER OTHER THAN ZERO.

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