MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO:  CE/70/2016

FACE SHEET TO ACCOMPANY THE TENDER DOCUMENTS

A. 1. Name and full address of the Contractor:
To whom the Tender Documents are issued.

2. Whether registered with Engineering (Civil) Department, if so, class of registration.

3. If not registered, reference to the letter of the Chief Engineer authorizing issue of the Tender Documents.

4. Date of issue of Tender Documents.

__________________________________
SIGNATURE OF AXEN (ACCTS)


2. Cost of Cash set of Tender Documents: Rs.2,000/-

3. Date of issue of Tender Documents: From 16.08.2016 to 06.09.2016

4. Date of receipt of tender and time: 07.09.2016 at 15:00 hrs.

5. Amount of E.M.D.: Rs.20000/-

6. Date of opening of tender and time: Opened by us on: 07.09.2016 at 15:30 hrs.

7. a) Whether E.M.D. received: Yes/No.

   b) If so, in which shape: D.D./Cash Receipt.

8. Form of contract: Item Rate.

9. Whether tender received in duplicate: Yes/No.

10. Whether rates have been coated in both the tenders in words and figures.

11. Total No. of Tenders received for the work:

__________________________________
AXEN(ACCTS)

SIGN OF EXE. ENGINEER/VSG
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO: CE/70/2016

Name of Work: Housekeeping of office building at Workshop, MM’s Office complex, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

GENERAL INDEX

1. Tender Notice
2. Form of Tender
3. Appendix – I
4. Directions to tenderers for filling in the Schedule of quantities & rates.
5. Additional General Conditions of Contract
6. Location and details of work in Vasco area and Annexure-I
7. Details of over Head / underground water tanks to be cleaned Annexure - II
8. Scope of Work
9. Scheduled of quantities & rates for housekeeping of the structure in Vasco

Mormugao Port Trust
Engineering Civil Department
Main Administrative Office Bldg
Headland, Sada, Goa
MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  

TENDER NO: CE/70/2016  

TENDER NOTICE NO: CE/N-71/2016

Name of Work: **Housekeeping of office building at Workshop, MM’s Office complex, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).**

Sealed Item Rates tenders in single Cover System are invited from the Contractors registered with Engineering Civil Department (M.P.T.), P.W.D./C.P.W.D. / Railway, Central/State Govt., GSIDC, etc. Unregistered Contractors can also apply for the tender subject to fulfilling Criteria and the conditions given below.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Tender No.</th>
<th>Name of work</th>
<th>Cost of tender document (non-refundable)</th>
<th>Sale of tender documents From/To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CE/70 /2016</td>
<td><strong>Housekeeping of office building at Workshop, MM’s Office complex, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18)</strong></td>
<td>Rs.2,000/-</td>
<td>From 16.08.2016 to 06.09.2016 upto 15:00 hrs..</td>
</tr>
<tr>
<td></td>
<td>Class B1 and above</td>
<td><strong>Rs.11,66,010 /-</strong></td>
<td><strong>Rs.20000/-</strong></td>
<td><strong>07.09.2016 at 15:30 hrs.</strong></td>
</tr>
</tbody>
</table>
N.B:

1) Tender documents can be purchased at the office of the Chief Engineer, Mormugao Port Trust at Headland, Sada, Goa after producing evidence of registration in the appropriate class with the Engineering (Civil) Department of Mormugao Port Trust and after payment of necessary charges in the Cash section of Finance Department. Contractors who are not registered may also be issued tender documents subject to the provisions of MPT Regulations for registration of contractors. Tender documents will be sold between 09.30 hours to 12.00 hours and 14.00 hrs. to 15.00 hrs. from Monday to Friday excluding Port Holidays.

2) Tenders duly super-scribed with the name of the work should be submitted in single cover and sealed with gum and with sealing wax/lac as stipulated in Clause no, 5 of Special instructions to Tenderers and reach the office of the Chief Engineer, Mormugao Port Trust, Headland Sada – 403 804, not later than 14.30 hrs. on the opening of the tender.

3) Tender documents will not be sent by post or courier service.

4) Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected without assigning any reason there of.

5) If any unregistered contractor wishes to purchase the tender copy, he has to apply for registration, pay 100% of the registration fees. If after the scrutiny of his application he is found suitable for the class for which tenders are invited, his tender will be considered along with other tenders, and otherwise his tender will be ignored.

6) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

7) The tender set consisting of the Tender Notice, Addition Instructions to Tenderers, Special Conditions of Contract, Schedule of Quantities and Rates and Form of Tender may be obtained from the Office of Chief Engineer, Engineering (Civil) Department Mormugao Port Trust at Headland, Sada, and Goa on payment of Rs.2000/- which sum will not be refunded. Additional set can be obtained on payment of Rs.2000/- (Non-refundable), if desired. The bidding party should pay the cost of the tender document (non-refundable) by Demand Draft in favor of “Financial Advisor and Chief Accounts Officer, Mormugao Port Trust payable at Vasco-Da-Gama or by cash to A.O. (Cash)/MPT/Headland, Sada at the time of submission of application form and bid documents. The Demand Draft / Cash Receipt in original is to be attached to the tender Document.
8). A printed set (Vol-I) issued to the contractors contains Instructions to Tenders, General and Special Conditions of Contract, General Specifications and forms an integral part of the tender documents.

09). E.M.D. should be lodged in the form of Demand Draft drawn in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, payable at Vasco-da-Gama, Goa or by Cash and a cash receipt obtained from A.O. (Cash), is required to be enclosed along with the Tender in original. In no case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

a) The Earnest Money Deposit (E.M.D.) payable in respect of the tender is Rs.20000/- (Rupees Twenty Thousand only),

b) The E.M.D. and the Tender documents in single covers should be put in separate sealed envelopes and all the envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as “EMD, Price Bid” as the case may be. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of works (iii) Bidders name and Address and (iv) Due date and time of bid opening. If the envelopes are not sealed properly, Mormugao Port Trust will assume no responsibility for the misplacement or premature opening of the bids submitted.

c) Bids if not accompanied by the requisite E.M.D. as indicated at 9 above and in the manner described at 9(a) &9(b) above shall be treated as invalid and shall not be opened

d) E.M.D. of the Tenderers i.e. any two among the first three lowest tenders will be refunded to them only after acceptance of Work Order by successful tenderer and only after lodgment of Initial Security Deposit (ISD) by the lowest/accepted offer of the contractor. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact the AXEN(ACCTS), Chief Engineer’s Office, Main Administrative Office, and Mormugao Port Trust for claiming such refund along with copy of original receipt issued by this office.

e) Contractors may submit the following information in-order to refund the EMD’s/ Bank Guarantee/Security Deposit/Retention Money, payments of bills etc.

a) Name of Bank
b) Place
c) Account No
d) Type of Account
e) PAN
f) EPF No.
g) ESI No.

No fresh correspondence in this regard will be made by this Port Trust.
10. Security Deposit: 10% of the value of contract.

   a) Amount to the extent of 5% of the value of contract to be paid in cash or in the form of a Bank Guarantee at the time of acceptance of the tender, as Initial Security Deposit.

   b) The remaining 5% of Security Deposit to be deducted from the running account bills at 10% of each running bill till the entire security deposit of 5% of value of contract is recovered. However, the contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank guarantee(s) for like sum(s) at any stage(s) of the work.

   c) The entire amount of 10% of the value of the contract may be paid in cash /Demand Draft / Pay Order or in the form of Bank Guarantee at the time of acceptance of tender.

Note:

   i. The Bank Guarantee of 5% of the Contract Price as Initial Security Deposit will be valid till the completion of the maintenance period plus 3 months for the claims period.

   ii. The Retention Money of 5% of the Contract Price will be released after successful completion of the work and after issue of Completion Certificate by the Chief Engineer.

11 Tenders submitted will remain open for acceptance for a period of 180 days from the date of opening of tenders.

12. The entire work under this contract is required to be completed within **24 (Twenty Four) months** from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.

13. Tenderers are strongly advised to inspect the site of work and acquaint themselves with the site conditions and quantum of work involved etc. before tendering. Such an inspection can be arranged in consultation with the Executive Engineer / vsg Tel No. 2594610.

14. The tenderers must not quote counter conditions involving extra expenditure. The tenderers should refrain from sending revised or amended offers after the closing date of the tender. The Chief Engineer reserves the right to reject such offers without assigning any reasons thereof.

15. The original tenders to be submitted should be enclosed in as sealed cover and super scribed "**Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices, Port Institute, at Vasco for a period of 2 years (2016-18)**" and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa-Pin: 403804.
16. The tenders complete in all respects should be placed in the Tender Box (marked “Tender No: CE/70 /2016) kept inside the cabin of AXEN(ACCTS), at Chief Engineer’s Office at Main A.O. Building, 2nd floor, Mormugao Port Trust up to 15.00 hrs on due date and opened at 3.30pm on the same date in the presence of such Tenderer’s who may wish to be present.

17. The Tenderer’s should specifically note that theirs OFFERS SHOULD REACH THIS OFFICE ON OR BEFORE THE DUE DATE AND TIME. OFFERS RECEIVED LATE WILL NOT BE CONSIDERED. TENDERS SENT BY POST WILL BE REJECTED.

18. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning ant reasons therefore.

19. Unsigned tenders will not be considered.

20. Sales Tax, Income Tax etc. as applicable from time to time shall be deducted from the amount payable to the Contractor at source. Under no circumstances taxes so deducted shall be reimbursed to the contractor.

21. The tenderer should strictly note that they shall be not allowed to fill in the tender or seal the tender in Mormugao Port Trust premises.

22. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

23. Rates shall be inclusive of work contract tax (WCST)VAT/Education Cess/Service tax, Income tax and any other taxes applicable from time to time.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/70/2016

Name of Work: Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

FORM OF TENDER

The Chief Engineer,
Mormugao Port Trust.
Headland, Sada, Goa

I/We_________________________________________________________, do hereby Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices, Port Institute, at Vasco for a period of 2 years (2016-18),
in strict accordance with the Instructions to Tenderers, General Conditions of Contract, Specifications etc. at the Percentage Rate entered in the attached Schedule of Quantities and Rates.

2. I/We undertake to complete the work included in the Schedule of Quantities & Rates within 24 (Twenty four) months from the date of release of site work order. I/We also agree that this tender will remain open for acceptance until disposed off by the Trustees of Port of Mumbai. I/We have independently considered the question of the amount of loss or damage likely to result to the Trustees from the delay on my/our part in the performance of the contract.

3. I/We send herewith a sum of Rs.20000/- (Rupees Twenty Thousand only) as a deposit or earnest money of my/our willingness to enter into the contract if my/our tender is accepted.

4. In the event of my/our tender being accepted, I/We agree to enter into a contract in the prescribed form with such alterations or additions thereto which may be necessary to give effect to the acceptance of this tender and such contract shall contain and give full effect to the Specifications, Schedule of Quantities & Rates attached to this tender.
5. I/We also agree, if awarded the contract, that the Earnest Money lodged with this tender will be retained by the Board of Trustees towards part of the Initial Security Deposit and to make further deposit by Bankers Cheque/Demand Draft in favour of **FA & CAO, MPT, Headland Sada** payable at **Vasco-Da-Gama, Goa** by way of Bank Guarantee or by Cash and a cash receipt obtained from A.O.(Cash), **FA&CAO / MPT**, within **7 (seven)** days or such extension of the period permitted by the Chief Engineer, in writing, after receipt of information that my/our tender has been accepted by the Port Trust. The Board of Trustees will also have the option to retain the entire amount for Initial Security Deposit of **5% of the Contract Price** in the form of Bank Guarantee.

6. I/We further agree, if awarded the contract, to lodge the Retention Money equivalent to **5% of the Contract Price** of my/our tender by way of deductions from my/our bills at the rate of **10%** of the gross value of work certified in each bill till the amount of **5% of the contract price** is accumulated.

7. I/we agree to abide by this tender to be valid for the period of **180 days** from the date fixed for receiving/opening the same and it shall remain binding upon me/us and may be accepted any time before the expiration of that period.

8. I/We hereby certify that my/our registration certificate under the **Goa Sales Tax** on the transfer of property in goods involved in the execution of Works Contract Act, 1985 is in force on the date on which the sale of goods specified in this bill/cash Memorandum is made by me/us and the tax under the act will be, if payable, be paid before furnishing my/our returns under the act.

9. I/We have inspected the site and I am / we are fully aware of the work to be carried out while tendering for the contract.

10. I/We request that early payment of interim bills be made from time to time in advance of such bills being audited as per tender conditions.

11. *(A) Mine is a proprietary firm and I am the sole proprietor of the firm. My firm is/is not registered with Registrar of firms.

   Name : ________________________________
   Age : ________ years

   *(B) Ours is a partnership firm and the names of all major partners are given below :

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ___________________________</td>
<td>_______ years</td>
</tr>
<tr>
<td>2. ___________________________</td>
<td>_______ years</td>
</tr>
<tr>
<td>3. ___________________________</td>
<td>_______ years</td>
</tr>
<tr>
<td>4. ___________________________</td>
<td>_______ years</td>
</tr>
</tbody>
</table>
We understand and confirm that if our offer is accepted, the contract will be entered into with the above mentioned partners only and the Trustees will not recognize or deal with any minor partners or their guardians.

*(C) Ours in a Company with liability and a copy of our Memorandum and Articles of Association will be sent for perusal upon acceptance of our offer. Proposed contract is intended to be signed by a duly constituted Attorney and original power of Attorney in his favour will be submitted for perusal immediately on acceptance of the tender.

The contract will be completed under the Company’s Common Seal.

12. The Bank’s Guarantee referred to in Para No. 5 above will be from **______________________________**

13. I/We am/are registered for the purpose of Goa Sales Tax Act and my/our registration Certificate No. is ______________________

14. The name and address of our Banker is **______________________________**

15. I/we understand that the Board is not bound to accept the lowest or any tender you may receive and may reject the same (the lowest) or any other tender without assigning any reason therefore.

16. “I have read and understood the General conditions and specification of the work which are printed in Volume –I supplied to me by the Department which will form a part of tender and this shall remain binding on me “.

17. I/we have enclosed herewith the following documents as required under instructions to tenderers:-
   a) List of similar works carried out by me/us.
   b) Bar Chart.
   c) List and description of main plant and equipments proposed to be used on this work.

NAME AND ADDRESS OF TENDERER:-

------------------------------------------------- SIGNATURE OF TENDERER

Witness : - __________________________
Date : __________ Day of __________ 2016
Witness : - __________________________
Witness : - __________________________

** N.B. : * Strike out whichever is not applicable. ** Here the Name of the Bank should be stated
**TENDER NOTICE NO. CE/70/2016**

**Name of Work:** Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

This shall be read in conjunction with Clauses of General Conditions (G.C.) of Vol-I of Tender Documents.

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Particulars</th>
<th>Clause of G.C.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Amount of Initial Security Deposit and time</td>
<td>11(1)</td>
<td>Five percent of the contract price and period 24 months plus 3 months for claims period for B.G.</td>
</tr>
<tr>
<td>2.</td>
<td>Period for commencement from the Chief Engineer’s orders to commence.</td>
<td>38</td>
<td>To be commenced from 13-09-2016</td>
</tr>
<tr>
<td>3.</td>
<td>Time of Completion</td>
<td>40</td>
<td>24 (Twenty Four) months.</td>
</tr>
<tr>
<td>4.</td>
<td>Amount of liquidated damages.</td>
<td>43</td>
<td>Calculated at 0.5% value of the contract per week of seven days, or part thereof subject to a ceiling of 5% value of the contract.</td>
</tr>
<tr>
<td>5.</td>
<td>Period of maintenance.</td>
<td>45(1)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>6.</td>
<td>Percentage of retention from each running account bill</td>
<td>54(1)</td>
<td>10%. Also please refer Cl. No.5 of additional instructions to Tenderers</td>
</tr>
<tr>
<td>7.</td>
<td>Limit of Retention Money</td>
<td>54(1)</td>
<td>5% value of the contract.</td>
</tr>
<tr>
<td>8.</td>
<td>Total initial Security Deposit and Retention Money.</td>
<td>11(1) 54(1)</td>
<td>10% value of the contract.</td>
</tr>
<tr>
<td>9.</td>
<td>Minimum amount of interim Certificate.</td>
<td>54(1)</td>
<td>Rs.1,00,000/- and above.</td>
</tr>
<tr>
<td>10.</td>
<td>Time within which payment to be made after contractor’s submission of the bill.</td>
<td>54(1)</td>
<td>100% within 20 days of receipt date of submission of bill in quadruplicate with</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Clause No.</td>
<td>Note</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------</td>
<td>------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>11.</td>
<td>Mobilization advance</td>
<td>69</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>12.</td>
<td>Interest rate on Mobilization advance</td>
<td>69</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>13.</td>
<td>Mode of recovery of Mobilization advance</td>
<td>69</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>14.</td>
<td>Variation in price of labour and materials</td>
<td>70</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>15.</td>
<td>Arbitration</td>
<td>66</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>16.</td>
<td>Minimum amount of third party insurance</td>
<td>Clause No. 6 to 9 of Addl. General Conditions of Contract</td>
<td>5% of the tender amount</td>
</tr>
</tbody>
</table>

Dated this ________________________ day of ______________________ 2016

Signature __________________ in the capacity of ______________________________________

______________________________duly authorized to sign tender for and on behalf of ________________________________.

**IN BLOCK LETTERS**

Tenderer Name and Address: ________________________________

______________________________

Witness: ______________________

Occupation: ______________________
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/70/2016

Name of Work: Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

DIRECTIONS TO TENDERERS FOR FILLING IN THE SCHEDULED OF QUANTITIES & RATES

1. Tenderers are required to fill in their rate per month for each building and amount for the 24 months as specified in the bill of quantity in the space provided for the purpose otherwise their tender will not be considered.

2. Quantity of each item of work mentioned in the Schedule should be noted and the rate worked out carefully, having regard to the specifications before submitting the tender, as no variation in rates, etc. will be allowed on any ground such as mistake or misunderstanding etc. after the tender has been submitted.

4. The rate quoted should be inclusive of all items of works proposed under Additional General Conditions of Contract above and as per Annexure.

5. The Rate quoted should be legibly written in figures as well as in words, in the space provided for. Erasures or corrections in figures or in words, without Tenderer’s initials, will render the tender liable for rejection.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/70/2016

Name of Work: Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

The instructions to the Tenders shall be Instructions to “Tenderers” as modified or added to by the following Additional Instructions to Tenderers which shall be read and constructed with the instructions to tenderers as if they were incorporated therewith.

In so far as any of the provisions in Additional Instructions to Tenderers may conflict with or be inconsistent with the instructions to Tenderers the Additional Instructions to Tenderers shall prevail

1. Sealed Item Rate tenders are invited in single cover system for work described in the Tender Notice referred to herein before.

2. Earnest Money: No tender will be considered which is not accompanied by the Earnest Money Deposit (E.M.D.) for the sum stipulated in the tender notice which is lodged on the understanding that in the event of the tenderer withdrawing his tender before the expiry of 180 days from the last date of submission of the tender document. (Whether or not the submitted tender(s) are opened or otherwise at the time of tenderer withdrawing his tender), the tender shall be cancelled and the Earnest Money (E.M.D) deposited by the tenderer forfeited to the trustees and if the tender is accepted the Security Deposit (SD) mentioned in Para 5 hereinafter will be furnished tenderers

3. Tendered must fill in the space provided for ,in the scheduled Quantities,
Rates in figures as well as in words, they are willing to undertake the work.

4. Tendered must return the complete tender set duly signed wherever required. Any tender not so signed will not be considered. Alterations to the conditions of contract and specifications will not be entertained.

5. The entire work comprised in this contract is required to be completed within the period as described in the 'Tender Notice'. No counter conditions as regards to completion period shall be quoted by the tenderers.

6. The Chief Engineer and/or the Trustees reserve the right to reject any tender without assigning any reasons or to accept any tender as a whole or in part and does not bind himself/themselves to accept the lowest or any tender, No reason will be assigned for the rejection of any tender.

7. If the Tenderers have not carried out any work for the Mormugao Port Trust in the past they shall submit along with the tender a list of works carried out by them for Government or Public Bodies with their amount showing against each work indicative of its magnitude and their Bankers reference and their Sales Tax Returns.

8. Cost of testing of materials if any will be borne by the Contractor.

9. Tenderers should note the arrangements described in the tender document for prompt payments of bills.

CHIEF ENGINEER
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/70/2016

Name of Work: Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

ADDITIONAL GENERAL CONDITIONS OF CONTRACT

01. The tenderer shall visit the site and fully study the work involved vis-à-vis the quantity and specification before tendering for the work. Any clarification in this regard will be given if required prior to submission of tender. The area of each building mentioned in the tender are approximate and tenderer should inspect the site, assess the area, accordingly the rates may be quoted. No claim will be entertained regarding for this purpose thereafter.

02. The rates quoted by the tendered shall hold good for period of contract.

03. The proposed work broadly comprises of Scope of work as detailed in Annexure-I

04. The work has to be carried out from 8.00 hrs. To 13.00 hrs. 14.00 hrs.to 17.00 hrs in a day. During the above period the contractor shall arrange cleaning as specified without causing inconvenience to the office. Removal of chokeups & cleaning of chambers has to be carried out any time on call without any additional payments.

05. The contractor shall not be entitled for payment on the day when the cleaning operations have not been carried out at any specific building and on such occasions, the Mormugao Port Trust shall be free to recover from the contractor’s bill at pro-rata basis as per quoted amount or the amount actually incurred for carrying out the work either departmentally or through any other agency.
06. The successful tendered shall be required to enter into an agreement with Mormugao Port Trust immediately after acceptance of the tender. The cost of stamp paper for the agreement shall be borne by the successful renderer.

07. Water required for cleaning the toilets, wash basins and urinals, septic tanks and soak pits etc. would be supplied free of cost by the Mormugao Port Trust subject to availability. If the same is not available, contractor should make his own arrangements to bring the required quantity of water for cleaning toilets etc and cost of water will be borne by the contractor. In any event, no excuse for delay in specified work, or no claim of any sort, whatsoever, will be entertained on account of inadequate/intermittent short supply of water.

08. **The contractor or his representative should report to the Engineer in charge of the work daily at 9.00 hrs. & 15.00 hrs. and submit the labour deployment & material consumption report on day to day basis.**

The rate quoted by the contractor shall be inclusive of Sales Tax, General Tax, Octroi, Excise Duty, Service Tax, Income Tax etc. and all other incidental charges that the tenderer may have to bear for the execution of the works.

9. The port areas envisaged in the contract is Vasco area and it would be the responsibility of the contractor to deploy minimum number of employees in each item as shown in the enclosed Annexure. Any additional labours and material required for housekeeping and fulfilling required should be to contractors accounts. The contractors shall submit the names of verification. Although the payment being made for each structure separately on monthly basis, the contractors shall bear in mind that any shortfall of labours on any given day in each of the cluster shall be deducted at double the daily wages for separate category of workers as considered in our estimates.

10. **Deployment of labour:** The Port area envisaged in the contractor is AXEN/VSG SECTION area and it would be the responsibility of the contractor to deploy required number of employees in all the buildings. Any additional material required for housekeeping and fulfilling requirements shall be to contractor's account. The contractor shall submit the names of employees entrusted in each of such clusters for the purpose of verification, although the payments are being made for each structure separately on monthly basis.

11. The contractor shall procure the minimum material every month after obtaining gate pass from authorized persons & the materials shall be recorded on the register & jointly signed & kept in the custody of in-charge of the departmental representative only. The Materials brought for both the sections shall be kept in one store except brooms & other equipments & one key shall be kept with departmental representative. The stock will be verified at any given time & at the end of every month the balance stock if any remains in the store shall be intimated & recorded.
12. Any shortfall of material brought by the contractor will be recovered at the market price of such materials. Also necessary deductions will be made in quoted rates for non-utilization or under-utilisation of such materials for cleaning.

12a. The contractors shall bring the equipments like scrubbers, wet dry vacuum cleaners, mops, toilets, pole for removing cobwebs, dusters.

13. List of materials to be utilized for Housekeeping of the area at Vasco.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Material</th>
<th>Unit</th>
<th>Quantity per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Harpic.</td>
<td>Ltr.</td>
<td>20.00</td>
</tr>
<tr>
<td>2</td>
<td>Napthaline balls.</td>
<td>Kg.</td>
<td>2.00</td>
</tr>
<tr>
<td>3</td>
<td>Phenol.</td>
<td>Ltr.</td>
<td>20.00</td>
</tr>
<tr>
<td>4</td>
<td>Hyd. acid.</td>
<td>Ltr.</td>
<td>8.00</td>
</tr>
<tr>
<td>5</td>
<td>Broom.</td>
<td>Nos.</td>
<td>12.00</td>
</tr>
<tr>
<td>6</td>
<td>Cloth dusters.</td>
<td>No</td>
<td>15.00</td>
</tr>
<tr>
<td>7</td>
<td>Gunny bags.</td>
<td>No</td>
<td>15.00</td>
</tr>
<tr>
<td>8</td>
<td>Mops.</td>
<td>No</td>
<td>4.00</td>
</tr>
<tr>
<td>9</td>
<td>Safety Equipment</td>
<td>L.S</td>
<td>L.S</td>
</tr>
</tbody>
</table>

The contractor shall bring equipments like scrubbers, mops, toilet brush, pole for removing cobwebs, dusters, etc.

14. The following record shall be maintained:
   1) Muster Roll.
   2) Register of wages.
   3) Wage slip to all the labourers.
   4) Material Register (stating total received, daily consumption & balance.
   5) Complaint registers.
   6) Site Instruction Book in Triplicate.

15. The Tenderer`s supervisory staff shall be fully experienced in this type of work and all safety precautions should be taken and the work will have to be carried out under their supervision.

16. The contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.

16(a) without limiting his obligation and responsibilities under Clause 21 of G.C.C. (Vol. I) the contractor shall insure, at his cost, in the joint names of the Board and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Board and
contractor are covered during the period of contract for loss or damage arising from a cause occurring during contract period and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 45 of G.C.C. (Vol. I).

(i) The materials for cleaning and any other Plant and other things brought on to the site by the contractor to the full value of such materials and other things.

16(b) Such insurance shall be effected with an insurer and in terms approved by the Board and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer’s representative the policy or policies of insurance and the receipts for the payment of the current premia provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall render the contractor liable to insure against the necessity for repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of the contract.

17(a) Before commencing the execution of the works, the contractor but without limiting his obligations and responsibilities under clause 22 of G.C.C. (Vol. I) shall insure against any damage, loss or injury which may occur to any property (including that of the Board) or to any person (including any employee of the Board) by or arising of the execution of the works or Temporary Works or in the carrying out of the contract otherwise than due to the matters referred to in the provision to clause 22(1) of G.C.C. (Vol. I).

17(b) Such insurance shall be effected with an insurer and in terms approved by the Board and for at least the amount stated in the Tender and the contractor shall whenever required produce to the Chief Engineer or the Chief Engineer’s representative the policy or policies of insurance and the receipts for the payment of the current premia
18. The Contractor shall insure against accident, injury etc. to workmen with an insurer approved by the Board and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall when required produce to the Chief Engineer or the Chief Engineer’s representative such policy of insurance and the receipt for payment of the current premia. Provided always that in respect of any persons employed by any sub-contractor, the contractor’s obligation to insure as aforesaid shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Board is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Chief Engineer or the Chief Engineer’s representative when required such policy of insurance and the receipt for payment of the current premia.

19. If the Contractor shall fail to effect and keep in force the insurance referred to in the above mentioned clauses hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Board with interest as stated in Vol. I as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

20. The successful tenderer will have to submit within seven days after receipt of the acceptance Letter a phased programme of execution of different items of works.

21. Permission for working beyond the normal working hours of the Port or on Sundays and Public Holidays as stipulated under clause no.42 of General Conditions of Contract, Volume – I of the tender document will be given to the contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port’s supervisory staff.

22. **EPIDEMICS**
In the event of any outbreak illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the Local Medical or Sanitary’ Authorities for the purpose of dealing and overcoming the same.

23. **DISORDERLY CONDUCT ETC.**
The Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
24. **FOOTWARE, GLOVES ETC.:**

   In partial modification of Clause No.31 of the General Conditions of Contract, the contractor shall at his own expenses provide safety equipment, uniforms, footwear and gloves for all labour employees on all types of work involving the use of chemicals and cement, etc. to the satisfaction of the Chief Engineer or his representative.

25. **ACCIDENTS:**

   The contractor shall, within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

26. The contractor and his workers/agents shall be required to obtain from MPT and display a **Photo Identity Card** during entry, stay and exit from the Port security areas guarded by CISF personnel.

27. All applications for issuance of Photo Identity cards shall be routed through the Chief Engineer, who shall forward the same to the Port’s Traffic Department, whose pass section will issue the Photo Identity Card to the contractor or his agents on payment of necessary fees as prescribed from time to time and the same shall be valid for the duration of the contract or a period of one year, whichever is less.

28. Subject to the availability, land for construction of temporary sheds/stores/labour hutments, etc. will be given to the contractor in Port areas. The contractor shall clear away all the temporary structures built within a period of fourteen days after completion of the work and leave the whole of the site clean to the satisfaction of the Chief Engineer.

29. **Lease rent** shall be charged to the contractors for the area allotted for construction of their temporary sheds for site office/ store /labour hutment’s required in the contract works. Licence fees on Port land for maintenance office buildings and other structures at Mormugao Harbour at General Wharf level is **Rs.328/- rate per 10 sq. m. or part thereof per calendar month or part thereof** & the rent of the in-house premises if given will be as decided by the department.

30. The portion of Security Deposit due for refund in accordance with the Conditions of Contract, after physical completion of the work, will not be refunded except with the prior permission of the Chief Engineer, unless and until contractor submit the final bill based on joint measurements.

31. **SUPPLY OF MATERIALS:** No material shall be supplied by the MPT. Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this
32. All the works should be executed during the day time. In case the contractor wishes to continue work in the night, he has to adhere to clause no. 42 of Vol-I of tender document subject to agreeing to bear the cost of overtime of Engineer and supervisory staff. And all arrangements of suitable

33. **Measurements**
The quantities provided for in the Schedule of Quantities and Rates are only approximate and are given to provide a common basis for tendering. The actual quantity may differ from those provided for in the Schedule in view of the complexity of the work. Payment will be made only for the satisfactory cleaning work done.

34. The Tenderers are required to fill the Schedule of Quantities and Rates as stated in Directions to Tenderers for filling in the Schedule of Quantities and Rates.

   **The Taxes involved in the execution of Works Contract Act 1935 shall be borne by the contractor and rates quoted by the tenderers shall be inclusive of the said tax also.**

35. **Labour deployment:** Tender should mention the peak and the least labour force they would like to engage for the work accordingly, labour license may be obtained from Assistant Labour Commissioner, Vasco.

36. **MODE OF PAYMENT:**
The procedure for preparation and settlement of contractor's bills is as under subject to submission of bill in quadruplet with the Engineer’s certification:

   (i) Minimum amount of Interim Certificate shall be Rs.1,00,000/- and above.

   (ii) 100% of the bill will be paid within 20 working days from the receipt date of bill which is based on joint measurement.

   (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealings with the Mormugao Port Trust.

   (vii) **Retention Money** will be recovered through the bills at the rate of 10% of the amount certified in each bill, till an amount equivalent of 5% of the Contract Price is accumulated.

Secured advance against materials brought to site for permanent works will be paid to the contractor as per General Conditions of Vol-I Clause No: 54.1(b).

The Chief Engineer may sanction part rates for partly executed items of
work mentioned in the Schedule of Quantities & Rates as may be deemed necessary by him.

The contractor shall submit the interim measured bills and final bill only after the measurements are checked by the concerned Engineer and Assistant Executive Engineer/Assistant Engineer and after the final corrected quantities to be billed are given.

37. **FACILITIES FOR WORKS OF OTHER AGENCIES:**

Contractor shall take care to see that his work does not, in any way, hamper the concurrent progress of works of the other agencies in and around the existing site of work, which will be awarded during currency of this contract. The contractor, shall accord all facilities to various agencies /contractors such as place for storing their material place for site office. etc. in consultation with the Site Engineer and carry out his activities in close co-ordination with all agencies.

38. The contractor should specially note that there should not be any disturbances to the MPT Staff’s working in the Department and also take necessary steps to prevent noise, dust pollutions etc. in the Office.

**CHIEF ENGINEER**
## ANNEXURE-1

### Part – I: Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/ VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Cluster &amp; Area to be cleaned</th>
<th>No. of floors</th>
<th>No. of toilet blocks</th>
<th>Toilet area (M²)</th>
<th>Floor/rest room area (M²)</th>
<th>Total Area (M²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Workshop area. Gr. Floor only.</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W.C-10 Urinal-10, W.B-11, and Drinking Water places -5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>225.22</td>
<td>2746.55</td>
<td>2971.77</td>
</tr>
<tr>
<td>2</td>
<td>MM’s areas. Gr+2. W.C-8, Urinal-4, W.B-11, and Drinking Water places -1.</td>
<td>1</td>
<td>1</td>
<td>253.95</td>
<td>3041.37</td>
<td>3295.32</td>
</tr>
<tr>
<td>3</td>
<td>V2 - Shed Gr+1 W.C-3, W.B-3 Urinal-1, Drinking Water places -1.</td>
<td>1</td>
<td>1</td>
<td>72</td>
<td>276</td>
<td>384</td>
</tr>
<tr>
<td>4</td>
<td>ATMR. Gr+1 W.C-4, W.B-4 Drinking Water places -2</td>
<td>1</td>
<td>1</td>
<td>109</td>
<td>384</td>
<td>493</td>
</tr>
<tr>
<td>5</td>
<td>AXEN/RLY Gr. Floor only. W.C-1, W.B-1</td>
<td>1</td>
<td>1</td>
<td>14.2</td>
<td>45</td>
<td>59.2</td>
</tr>
<tr>
<td>6</td>
<td>Loco Rest room. Gr. Floor only. W.C-2, W.B-2</td>
<td>1</td>
<td>1</td>
<td>36.40</td>
<td>90</td>
<td>126.4</td>
</tr>
<tr>
<td>7</td>
<td>Port Institute Gr. Floor only. W.C-6, Urinal-3, W.B-3 Drinking water place-2.</td>
<td>1</td>
<td>1</td>
<td>56</td>
<td>90</td>
<td>146.4</td>
</tr>
<tr>
<td>8</td>
<td>Foot Ball Ground Gr. Floor only. W.C-1, Urinal-1, W.B-1.</td>
<td>1</td>
<td>1</td>
<td>20</td>
<td>------</td>
<td>20</td>
</tr>
</tbody>
</table>
Annexure II

Detail of over head/ Water tanks to be cleaned:- All The water tanks to be cleaned at areas of Baina colony OHT tanks and tanks at Floor level (PVC and RCC tanks) including Main RCC sump, old hospital colony OHT tanks and tank at Floor level (PVC and RCC tanks) including Main RCC sump, MM Complex OHT tanks and tanks at Floor level (PVC and RCC tanks), Workshop Complex OHT tanks and tanks at Floor level (PVC and RCC tanks), V1, V2, V3 Sheds OHT tanks and tanks at Floor level (PVC and RCC tanks), 81, 82, building at Destreto OHT tanks and tanks at Floor level (PVC and RCC tanks), including Main RCC Sump, port Institute OHT tanks and tanks at Floor level (PVC and RCC tanks) at least once in 6 months along with writing the dates of cleaning using synthetic enamel paint.
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

TENDER NO. CE/70/2016

**Name of Work:** Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

**SCOPE OF WORK**

* The proposed work broadly comprises of:

1. Deployment of **Minimum 5 Nos. of labour**s and 0.5 No. of Supervisor per day.

2. Cleaning, washing, wiping of floors, staircase, Staircase railings, passage, window sills, glass panes, doors, windows, carpets, cement/steel grills, dustbins, all furniture i.e. table, chair etc. with wet and dry cloths and remove entire dirt, removal of cobwebs etc. Sweeping/brooming **at least twice a week**.

3. Cleaning the floor with detergent and scrubber wiping with wet and dry clothes to remove entire dirt's **at least twice a week**.

4. Cleaning of toilet blocks consists of urinals, WC, wash basins, floor, dadoo with detergent powder like Vim, Biz, harpic, odapic, phenol, removal of stains using Hydrochloric Acid, placing minimum 5 nos. of naphthalene balls in urinal basin etc., removing of cob webs, cleaning ventilators, walls etc. **at least twice a day**

5. **Periodical** cleaning of septic tanks, soak pits, wherever necessary by using compressor Machine /manual including lifting the cover slabs and replacing in position after the cleaning, making them airtight with c.m.1:5 proportion including removal of night soil and other waste materials collected, transporting the sludge/ night soil & other waste materials outside the MPT areas **as and when directed**.

6. Cleaning of the water tanks by removing all the water & cleaning of accumulated mud/silt **once in six months** as per the list enclosed in Annexure
II for all the tanks in Vasco area as suggested by the department, once in six months.

7. Replacing the Nylon mesh to all the vent pipes of all the buildings as needed.
8. Providing safety equipments like Gum boots, Gloves & uniforms to all the workers etc.
9. Compulsary half number of supervisor is required to be posted daily for supervision and submitting day to day report...
10. **Recovery /deduction will be effected on quoted amount for the particular building for a particular day/month** (worked on pro-rata basis of the area mentioned in column 7 of annexure-I, if housekeeping of particular structure is not carried out satisfactorily or the building or structure is dismantled/discontinued for use.

CHIEF ENGINEER
**Name of Work:** Housekeeping of office building at Workshop, MM’s Office complexes, AXEN/VSG, AXEN/RLY, ATMR Offices and Port Institute, at Vasco for a period of 2 years (2016-18).

**SCHEDULE OF QUANTITIES & RATES**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning the area as detailed in <strong>Annexure I</strong> on daily basis between 8.00 hrs to 13.00 hrs &amp; 14.00 to 17.00), cleaning of toilets inclusive of w.c’s bathroom floors &amp; dados urinals, wash places &amp; drinking water points cleaning the floors of the office premises, including stairs case &amp; passage by sweeping /mopping using black phenol scrubbing using Vim/sanifresh including removal of stains using hydrochloric Acid putting minimum 5 nos of Naphthalene balls in all the urinals &amp; 2 nos in W,B removal of cobwebs Cleaning of windows ventilators glass panes doors Grills Stairs case railing etc. Cleaning of the drinking water points centers’ &amp; wash places cum Water points by using detergent powders like Vim /Biz/ Harpic. Cleaning of all the overhead and other water tanks attached to the structure in Vasco areas specified in</td>
</tr>
<tr>
<td><strong>Annexure-II.</strong> with writing of the dates of cleaning on the water tanks as directed, tying of the vent pipes ends with mosquito proof Netlon mesh, and providing safety equipment like gum boots, gloves, &amp; uniform to all the workers etc. including all tools &amp; plants labour, material, etc. complete.</td>
<td>Month</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>2. Cleaning of the septic tanks &amp; inspection chambers of sludge / night soil and other waste materials collected, transporting the sludge / night soil &amp; other waste materials outside the MPT areas, making the area clean including lifting the cover slabs &amp; placing them back in position after the removal of choke up, making them airtight with c.m. 1:5 proportion etc. All, T &amp; P labour &amp; Material, etc. complete. The night soil tanker of 8.00 cu.m to be considered per occasion / Trip. <strong>N.B.</strong> Includes the total nos of septic tanks in the Vasco areas, the contractor should operate the above said item as &amp; when required &amp; the rates should be for each trip.</td>
<td>Trip</td>
</tr>
<tr>
<td>3. Cleaning of the soak pits of laterite boulders &amp; refilling the same including supplying &amp; filling new boulders of porous nature as approved by the department including removal of any choke ups &amp; cleaning the pipe leading to the pit, transporting the waste materials outside the MPT areas as suggested / directed, making the area clean including lifting the / M.S G.I. / R.C.C. Sheet cover &amp; placing</td>
<td></td>
</tr>
</tbody>
</table>
them back in position after cleaning of the area, making them airtight with c.m. 1:5 proportion, etc. All Tools & Plants labour & material, etc complete.

**N.B.** Includes the total nos of soak pits in the Vasco areas, the contractor should operate the above said item as & when required & the rates should be for each occasion.

<table>
<thead>
<tr>
<th>Occasions</th>
<th>4.00</th>
</tr>
</thead>
</table>

Total amount in figures Rs. ________________________________

Total amount in words (Rupees ________________________________ only)

It is certified that I / we have written the unit rates in figures and words.

SIGNATURE OF THE TENDERER

Name and Address of the Tenderer

________________________________________

________________________________________

________________________________________

Date: - ______________________

Place: - ______________________
MORMUGAO PORT TRUST
ENGINEERING (CIVIL) DEPARTMENT

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Board of Trustees of Mormugao Port Trust (Hereinafter called ‘THE BOARD’) having agreed to exempt from (hereinafter called ‘The said Contractors’) from the demand, under the terms and conditions of an agreement to be entered between Board ________________ and ________________ (hereinafter called ‘The Said Agreement’) of Security Deposits for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. __________________________ (Rupees __________________________ only). We __________________________ Bank __________________________ (hereinafter referred to as ‘The Bank’) do hereby undertake to pay to the Board an amount 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 to or would be cause to or suffered by the Board by reason of any breach by the said contractors of any of the terms or 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. __________________________ (Rupees __________________________ only)

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 fully paid and its claim satisfied or discharged or till the Board certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or within three months from the expiry date i.e. from ______________________________ we shall be discharged from the 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 contractor(s) from time to time or to postpone for any time or from time to time any of he powers exercisable by the Board against the said contractor(s) and to for bear of 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 of omission on the part of the board or any indulgence by the Bard to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would put for this provision have effect of so relieving us.

5. Not withstanding any thing stated above, our liability under 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 that 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 authorised to enforce claim against the guarantee at the local branch of the Bank in Goa in case such as eventually of encashment arises.

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

Dated ______________________day of _____________________________ 2016.