



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT  
Tender No: CE/97/2016  
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 authorising issue of the tender Documents. :
4. Date of issue of Tender Documents. :

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**SIGNATURE OF AXEN (Accounts)**

- B.1. Name of work: **“Making garden near gate no.9, T1 shed and T2 Shed in GCB area.”**
2. Cost of each set of Tender Documents: Rs. 1,000/-
3. Date and Issue of Tender Documents : From: 09/11/2016  
To 24/11/2016 upto 15.00 hours.
4. Date of receipt of tender and time : 25/11/2016 upto 15.00 hours
5. Amount of E.M.D. : Rs.9850/-
6. Date of opening of tender and time : On.25/11/2016 at 15.30 hours.
- 7 a) Whether E.M.D. received : Yes/No.  
b) if so, in which shape : D.D./Cash Receipt
8. Form of contract : Percentage rate
9. Whether tender received in duplicate : Yes/No
10. Whether rates have been quoted in both : Yes/No.  
the tenders in words and figures.
11. Total No. of Tenders received for the work:

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AXEN (Accounts)

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EXECUTIVE ENGINEER(HR)



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO: CE/97/2016**

**Name of Work: “Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

GENERAL INDEX

- 1 Tender Notice
- 2 Appendix – I
- 3 Schedule ‘A’ – Organisation Chart
- 4 Additional Instructions to Tenderers
- 5 Additional General Conditions of Contract
- 6 Form of Tender
- 7 Scope of work
8. Directions to tenderers for filling in the Schedule of quantities & rates.
9. Schedule of Quantities & Rates.
10. Form of Bank Guarantee for Security Deposit.
11. Declaration
12. Vendor Registration Form

**A printed set (Tender documents – Vol I) containing Instructions to Tenderers, General and special conditions of contract, Special Instructions of contract, General specifications forms an integral part of the tender documents.**

Mormugao Port Trust  
Engineering Civil Department  
Main Administrative Office Bldg  
Headland, Sada, Goa



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO: CE/97/2016**

**TENDER NOTICE NO. CE/N-102/2016**

Sealed percentage rate tenders in **single cover** System are invited in the prescribed form in sealed covers super-scribing the Tender Number and due date of opening and time from Contractors registered with Engineering Civil Department (MPT), PWD / CPWD, Railways / Port Trusts / Central / State Governments, GSIDC etc. Unregistered Contractors also can apply for tender subject to fulfilling the Criteria and the conditions given below.

Sr. No	Tender No.	Name of work	Cost of tender document (non-refundable)	Sale of tender documents From/To
	Class of Contractor eligible of tender	Estimated cost of work put to tender	Earnest Money Deposit	Date of opening Of tender
1.	<b>CE/97/2016</b>	<b>“Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”</b>	<b>Rs. 1,000/-</b>	09/11/16 To 24/11/16 Upto 15.00 hrs.
	Class: ‘C’ and above	<b>Rs. 492595 /-</b>	<b>Rs. 9850/-</b>	25/11/16 at 15.30 hrs.

N.B: Contractors having experience in carrying out the works of similar nature need apply only.

- 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 superscripted 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 15.00 hrs. On the opening of the tender.
- 3) Tender documents will not be sent by post or courier service.
- 4) Right to reject any or all tenders without assigning any reasons thereof, are reserved.
- 5) **Deviations from the proposed items of work will not be acceptable. Conditional tenders are liable to be rejected.**
- 6) Further particulars can be had from the office of the undersigned at Mormugao Port Trust, Headland Sada, Goa-403 804.

CHIEF ENGINEER

Date:



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO: CE/97/2016**

**Name of Work: “Making garden near gate no. 9,T1 shed and T2 shed in GCB area.”**

**1. TENDER NOTICE**

1. Sealed percentage rate tenders in **single Cover** System are invited by open advertisement on behalf of Mormugao Port Trust from Contractors registered with Engineering Civil Department (MPT), PWD / CPWD, Railways / Port Trusts / Central / State Governments, GSIDC etc., for the work of **“Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”** The approximate cost of the work is **Rs. 492595/-**.

2. The tender set consisting of the Tender Notice, Additional 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, Goa on payment of **Rs. 1000/-** which sum will not be refunded. Additional set can be obtained on payment of **Rs. 1000/-** (Non- refundable), if desired. The bidding party should pay the cost of the tender document (**non-refundable**) by **Demand Draft** in favour 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.

3. Tender documents will not be sent by Post or Courier Service.

4. The Earnest Money Deposit (E.M.D.) payable in respect of the tender is **Rs. 9850/- (Rupees nine thousand eight hundred fifty only)**, and 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 originals. In any case, E.M.D. in the form of Cash/ Cheque along with tender will not be accepted.

a. The E.M.D. and the Tender documents in single cover should be put in separate sealed envelopes and both the envelopes should be placed in a single envelope properly sealed. The inner envelopes should be separately marked as “EMD & tender document. The outer envelope shall bear the identifications like (i) Tender No: (ii) Description of work (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.

- b. Bids if not accompanied by the requisite E.M.D. as indicated above shall be treated as invalid and shall not be opened.
- c. The EMD of the any two among the first three lowest tenderers will be refunded to them only after acceptance of Work Order by successful tenderer. E.M.D. of successful contractor will be retained towards Initial Security Deposit. Other Contractors are requested to contact AXEN(Accounts), Chief Engineer's Office, Main Administrative Office, and Mormugao Port Trust for claiming such refund of EMD along with copy of original receipt issued by this office.
- d. 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 the Port Trust.

- 5. 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 6 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.

6. The entire work under this contract is required to be completed within **2 (two) months** from the date of receipt of pre-acceptance letter/ work order or release of site whichever is later.
7. Counter conditions stipulated in completion period by the Contractor will not be considered. Tenders with counter conditions are likely to be rejected summarily without assigning any reasons therefore.
8. Time is the essence of contract. Liquidated Damages for delay in completion of work shall be recovered at the rate of 0.5 % of the Contract Price per week or part thereof subject to a maximum ceiling of 5% of the Contract Price.

The contract is liable to be terminated if there is a delay of more than 25% of contracted period of completion.

9. The maintenance period is 12 months from the date of completion of the work.
10. 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 / HR, Tel Nos: 2594610.**
11. 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.
12. The original tenders to be submitted should be enclosed in a sealed Cover and superscribed **“Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”** and should be addressed to The Chief Engineer, Engineering (Civil) Department, Mormugao Port Trust, Headland, Sada, Goa - Pin: 403804.
13. The tenders complete in all respects should be placed in the Tender Box (marked Tender No: **CE/97/2016**) kept inside the cabin of **AXEN(Accounts)**, Chief Engineer’s Office at Main A.O. Building, 2nd floor, Mormugao Port Trust upto 15.00 hrs on due date and opened at 15.30 hrs. on the same date in the presence of such Tenderer’s who may wish to be present.
14. The Tenderer’s should specifically note that their offers, whether sent by post or by hand delivery, should reach this office on or before the due date and time. Offers received late will not be considered, even if posted in post office before due date.

15. The Chief Engineer and or Board of Trustees reserves the right to reject any or all tenders received without assigning any reasons therefore.
16. Unsigned tenders will not be considered.
17. 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.
18. Service Tax registration for the bidder is mandatory. Bidder has to enclose attested copy of Service Tax Registration along with the tender. Service Tax has to be claimed extra as applicable while submitting the bill/bills.
19. 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.
20. Further details can be had from the office of the undersigned at the New Administrative Office Building of MPT at Headland, Sada.

**CHIEF ENGINEER**





**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**APPENDIX – I**

**TENDER NO: CE/97/2016**

**Name of Work: “Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

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

S.N.	Particulars	Clause of G. C.	Details
1.	Amount of Initial Security Deposit and time	11(1)	Five percent of the Contract price and period 15 Months plus 6 months for claims period.
2.	Period for commencement from the Chief Engineer's orders to commence.	38	7 days.
3.	Time of Completion	40	2 (two) Months
4.	Amount of liquidated damages.	43	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.
5.	Period of maintenance.	45(1)	12 months( For Civil work)
6.	Percentage of retention from each running account bill	54(1)	5%. Also please refer Cl. No.5 of additional instructions to Tenderers
7.	Limit of Retention Money	54(1)	5% value of the contract.
8.	Total initial Security Deposit and Retention Money.	11(1) 54(1)	5% value of the contract.
9.	Minimum amount of interim Certificate.	54(1)	Rs.2,00,000/-
10.	Time within which payment to be made after contractor's submission of the bill.	54(4)	100 % within 20 working days of submission bill in quadruplicate with MPT Engineers certification.

S.N.	Particulars	Clause of G. C.	Details
11.	Mobilisation advance	69	Not applicable to this contract.
12.	Interest rate on Mobilization advance	69	Not applicable to this contract.
13.	Mode of recovery of Mobilization advance	69	Not applicable to this contract
14.	Variation in price of labour and materials	70	Not applicable to this contract
15.	Arbitration	66	Not applicable to this contract
16.	Minimum amount of third party insurance	Clause No. 6 to 10 of Addl. General Conditions of Contract	Not applicable to this contract. However contractor is required to insure his workmen and agrees that port is kept indemnified on this account for any reason whatsoever

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/97/2016**

**Name of Work: "Making garden near gate no. 9, T1 shed and T2 shed in GCB area."**

**ADDITIONAL INSTRUCTIONS TO TENDERERS**

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

If 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 percentage 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 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 Deposit (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.
3. Tenderer must submit 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.
4. SECURITY DEPOSIT: The Security Deposit shall be 10% of the value of contract.

The Successful Tenderer will be required to deposit the following amounts as Security Deposit for the due fulfillment of the contract.

- a. Initial Security Deposit (I.S.D.) shall be 5% of the Contract Price payable within 7 (Seven) days from the date of receipt of pre-

acceptance letter, in the form of Bank Guarantee from any of the Nationalised Bank in the form annexed or Demand Draft/ Bankers Cheque/ Pay Order addressed to FA&CAO, MPT/HL payable at Vasco-Da-Gama, Goa. The Earnest Money (EMD), deposited with this tender EMD will be retained towards part of the Initial Security Deposit. The Contractor will have the option to pay the entire amount of 5% of the Contract Price towards I.S.D in the form of Bank Guarantee. The Bank Guarantee for I.S.D. will be valid till the completion of the maintenance period plus six months for claims period.

Plus

- b. Retention Money (R.M.) equivalent to 5% of the Contract Price and the sum shall be recovered at the rate of 10% of the gross value of work certified under each bill until an amount of 5% of Contract Price is accumulated. The contractor will have the option to convert the Retention Money so deducted from the bills into acceptable Bank Guarantee(s) for the like sum (s) at any stages (s) of the work.

The entire amount of 10% of the Contract price as Security Deposit may be paid in Cash/ Demand Draft/ Pay Order/Bank Guarantee.

The Bank Guarantee to be furnished against above should be from any of the Nationalised Bank having a branch in Vasco-Da-Gama and the Guarantee should be executed by the said Branch.

Unless this deposit is lodged and the Guarantee is furnished within 7 (Seven) days of the receipt of intimation of the acceptance of the tender or such further period as may be allowed by the Chief Engineer in writing, the Earnest Money Deposit (EMD) will be liable to forfeiture and 'contract liable to be terminated "and the Tenderer will be responsible' to the Trustees for the damages thereby incurred by them.

Upon successful completion of the works and after issue of Completion Certificate by the Chief Engineer, the Chief Engineer and or Board of Trustees shall upon receipt of a written application, refund to the contractor, the said Retention Money of 5% (Five percent) of the estimated cost of the works referred to in sub-clause 5(b) above after deducting there from the amount of Liquidated damages incurred if any and other claims outstanding against the contractor or for breach of contract. The Initial Security Deposit referred to in sub- Clause 5(a) above will be refunded after the expiry of the free maintenance period of this contract and as soon as the conditions of contract have been fulfilled and upon contractor making an application thereof, after adjusting estimated / actual expenditure by Mormugao Port Trust for rectification of defects and after adjusting other amounts due if any for breach of the Conditions of Contract.

**Note:** The amount of liquidated damages expressed in the Tender Notice to be payable for delay in the performance of the contract has been arrived at on the fair estimate of the amount of loss likely to be sustained by the Trustees as a result (the delay in the performance of the contract.)

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. Tenderers should refrain from sending revised or amended offers after the closing date of the tender.

9. Tenderers are strongly advised to inspect the site so that they are fully aware of the nature of scope of the works to be carried out Completion time period before tendering for the same.

10. Cost of testing of materials/concrete cubes shall be borne by the Contractor.

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

12. The free maintenance period for civil works is 12 months.

13. Further particulars can be obtained on application to the office of the Chief Engineer, Mormugao Port Trust A.O. Building, Headland, Sada, during the office hours.

**CHIEF ENGINEER**



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO: CE/97/2016**

**Name of Work: “Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

**ADDITIONAL GENERAL CONDITIONS OF CONTRACT**

1. The quantities mentioned in the Schedule of Quantities and Rates are only approximate and the Board is liable to pay for only such quantities of work as are actually executed.

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

**Service Tax Registration for the bidder is mandatory. Bidder has to enclose attested copy of the Service Tax Registration Certificate along with the tender. Service Tax has to be claimed extra as applicable while submitting the bills.**

**3. WATER & ELECTRIC SUPPLY:** Water and electricity will be supplied by the department from the nearest available point subject to availability. Rates will be charged as per scale of rates prevailing during period of contract and prior to payment of final bill charges towards water supply and Electricity to be remitted by the contractor with Finance Department. If water supply and electricity is not available adequately with the port then contractor has to make his own arrangement for water and electricity at his own cost. In any event, no excuse for delay in completion of work, or no claim of any sort, whatsoever, will be entertained on account of inadequate/intermittent short supply of water/electricity.

4. 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 be carried out under their supervision.

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

6.(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 and are also covered during the period of Maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance 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 Works and the Temporary Works to the full value of such works executed from time to time.

(ii) The materials, Constructional Plant and other things brought on to the site by the contractor to the full value of such materials, Constructional Plant and other things.

6.(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.

7.(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).

7.(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.

8. 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.

9. 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 money due or which may become due to the contractor or recover the same as a debt due from the contractor.
10. The successful tenderer will have to submit within fortnight after receipt of the acceptance Letter a phased programme of execution of different items of work.
11. 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, (In the period booklet) in volume – I of the tender documents will be given to the contractor and the cost of overtime if any, will be borne by the contractor.
12. **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.
13. **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.
14. **FOOTWEAR, GLOVES ETC:**  
In partial modification of clause no.31 of the General Conditions, the contractor shall at his own expenses provide safety footwear, safety

helmets, safety goggles, dust proof musks and gloves for all labour employees on the work etc, to the satisfaction of the Chief Engineer or his Assistant.

**15. 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 accident to the Chief Engineer or his Representative. The contractor shall also report such accidents to the concerned constituted authorities.

16. The contractor and his workers/agent 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.

17. All applications for issuance of Photo Identity Card 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 agent 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. The contractor shall also take necessary vehicle pass for bringing in material by paying necessary fees as prescribed from time to time and by producing necessary photos copies of vehicle documents. including driving licence of the driver.

18. 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 by them within a period of fourteen days after completion of the work and arrange for site clearance to the satisfaction of the Chief Engineer.

19. **Lease rent** shall be charged to the contractors for the area allotted for construction of their temporary shed for site office/ store/ labour hutment's required in the contract works. Rate will be charged as per scale of rates prevailing during period of the contract.

20. No temporary structures/sheds, which are constructed to house the contractor's office/store/labour hutments, shall be permitted to be retained during the period of maintenance.

21. If for any reason the entire site cannot be handed over to the contractors, the Contractor shall immediately commence the work in the portion of the site released. If in the opinion of the Chief Engineer, contractor's work is held up or totally stopped due to non- availability of the remaining site, the Chief Engineer may extend the time for completion of the work by treating non- working period for such days as he shall consider immediately on being informed that the remaining site is available for the

work. However no idle time charges for idling of machinery and men will be considered.

22. 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.

23. The operation of the Port should not be stalled due to this tender work.

24. The contractor should study the nature of the tender work and accordingly adopt a suitable methodology for executing the work. The methodology to be adopted should be communicated to the Chief Engineer/ Executive Engineer in writing and upon approval of the same proceed to execute the work. The rates quoted in the tender should be inclusive of all the temporary works required for executing the work. Due care should be taken to maintain proper and good quality of work.

25. In case of excess under any item, the contractor should bring it to the notice of the concerned Engineer in charge well in time to enable him to obtain necessary sanction.

26. Further to the provisions in the General Conditions of Contract, upon the Chief Engineer certifying that in his opinion, the contractor, after receiving from the Chief Engineer, a written notice,

1. Has suspended progress on any portion or items of the works for seven days, or
2. Has failed to make proper progress on any portion or items of the works for seven days, or
3. Has failed to complete any portion or items of the works by the time specified by the Chief Engineer, or
4. Has failed to remove from the site for seven days, material which have been condemned and rejected, or
5. Has failed to pull down within seven days and rebuild within the time stipulated by the Chief Engineer works which have-been condemned and rejected, or .
6. Has failed to give to the Chief Engineer or his representative proper facilities for inspecting the works or any part thereof for three days, or
7. Has failed to carry out proper' tests for three days on any. work or materials,
8. Has caused delay/stoppage in the Port's activities due to unplanned approach to work.

Then the Trustees, without restricting, prejudice to their rights under Clause Nos. 57.1 of the General Conditions of Contract and expelling the contractors from the site of works, without determining the contract and while permitting the contractor to carry out or employ another agency to carry out at the risk and cost of the contractor,

- a. The execution of such portions or items of the works which the contractor has suspended or failed to make proper progress or failed to complete within the specified time, and/ or
- b. Removal of condemned and rejected material from the site, and/ or
- c. pulling down and rebuilding of condemned and rejected works, and/ or
- d. The provision of proper facilities to the Chief Engineer or his representative for inspecting the works, and/ or
- e. Testing of any work or materials,

In such cases, additional expenditure incurred, if any, by the Trustees over and above that which would have been incurred by them had above works been carried out by the contractors under the terms of this contract shall be paid by the contractor to the Mormugao Port Trust. The Trustees reserves their right to recover their additional expenditure from the moneys payable to the contractor or from deposits or such amounts that may have been lodged by the contractor with the Mormugao Port Trust. The Trustees further reserve their right to recover such additional expenditure from the moneys payable to the contractor for any other contract or transactions of any nature whatsoever existing between the Trustees and the contractors.

27. **SUPPLY OF MATERIALS:** No material shall be supplied by the MPT. The Contractor shall make his own arrangements to procure all the materials whatsoever required for the execution of the works covered under this tender. A register shall be maintained by the contractor giving the details of materials supplied and incorporated in the work on a day to day basis.

28. All the works should be executed during the daytime. 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 paying the cost of overtime of Engineer and supervisory staff of MPT.

29. The contractor should take precautions and hot work permit should be obtained before carrying out the works. The contractor should take all provisions as stipulated and instructed by the different Port Departments such as Fire section of the D.C. Department and the Engineers of the Engineering Civil Department only in case such a need arises.

30. As a statutory requirement, the contractor shall take all measures of safety against fire hazard and electrocution at site as follows: -

- a) All temporary electric supply connections will be carried out with correct sizes of wires/cables and fuses and other safety devices as required under Electricity Rules in consultation with us.
- b) One bucket full of water and sand shall be kept at the work spot. The **Portable fire extinguisher** shall be always kept at the work spot.

31. Contractor shall maintain register at site to monitor the execution of each items of work as per the specified specifications and register to maintain the records of material brought to site and the daily consumption and register/file of test reports of materials brought to site and as specified

by the Engineer in charge. The register / files should be made available for inspection of the Chief Engineer or his representative whenever so desired.

32. All the materials to be used in the structure shall be conforming to relevant **ISI specifications and I.S codes** which can be referred to from C.E Dept technical library or as specified in the Tender Schedule. Contractor shall undertake laboratory test as specified in the relevant **I.S.I. codes** at the discretion of Chief Engineer and only approved materials/approved brand of materials shall be used.

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. Payments will be made according to the actual quantities of work ordered and carried out, jointly measured by the representative of Chief Engineer and the contractor. Quantity will be measured as per stack measurement.

34. **Rates and Prices to be inclusive.**

The percentage rate entered in the Schedule of Quantities by the contractor shall include the provision of all supporting special equipment, designed scaffolding, labour of required skill, supervision, materials, erection, overheads and profits, watch and ward, insurance charges, during execution and every incidental and contingent costs and charges, whatsoever, including sales tax on works contracts, etc. if any, for compliance with conditions of contract and specification.

35. 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.

36. **FREE MAINTENANCE PERIOD:** Free maintenance period for this work (Civil work) is 12 months.

37. **MODE OF PAYMENT:**

The procedure for preparation and settlement of contractor's bills is as under subject to submission of bill in quadruplicate with the Engineer's certification:

- (i) Minimum amount of Interim Certificate shall be **Rs.2,00,000/-**
- (ii) 100% within 20 working days of submission bill in quadruplicate with MPT Engineers certification.
- (iii) The amount of any bill can be adjusted against dues to Mormugao Port Trust on any other dealing with the Mormugao Port trust.
- (iv) **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.

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 Assistant Engineer and after the final corrected quantities to be billed are given by him.

**38. 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, by laying of cables or any other work, which will be awarded during the period 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.

39. The contractor shall take care not to damage water supply pipelines, cables etc., during the execution of work. Any damage caused to the pipelines/cables the contractor shall bear the cost of repairing/ replacing the pipeline/cables.
40. 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.
41. The contractor shall have ESI & EPF Registration No. of the firm and shall contribute towards Employees Provident Fund (EPF) and submit the copy of the same along with the details in the prescribed format while submitting bills.
42. **Labour deployment:** Tenderer 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.

43. The following registers/forms shall be maintained by the contractor:

- 1) Muster Roll in Form XVI.
- 2) Register of wages in Form XVII.
- 3) Register of overtime in Form XXIII
- 4) Register of fines in form XXI
- 5) Register of advances in form XXIII
- 6) Register of persons employed in form XIII
- 7) Material Register ( stating total received, daily consumption & balance.
- 8) Test report register
- 9) Hindrance register
- 10) Site instruction book.
- 11) Joint measurement/record register
- 12) Any other register required by the Chief Engineer or his representative. The contractor shall keep all registers in safe custody.

**CHIEF ENGINEER**



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO: CE/97/2016**

**Name of Work: “Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

**FORM OF TENDER**

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

I/We\_\_\_\_\_ do hereby Offer to execute the work comprised in the annexed Tender Notice for **“Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

in strict accordance with the Instructions to Tenderers, General Conditions of Contract, and Specifications etc., at the 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 **2 (two) 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 Goa. 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 and I/We agree that the **Liquidated damages** at the rate of **(0.5%)** of the Contract Price per Week or part thereof's delay in work subject to a maximum ceiling at **5%** of the Contract Price represents a fair estimate of the loss likely to result from the delay.

3. I/We send herewith a sum of **Rs. 9850/- (Rupees nine thousand eight hundred fifty 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:

	<u>Name</u>	<u>Age</u>
1.	_____	_____ years
2.	_____	_____ Years
3.	_____	_____ Years
4.	_____	_____ Years

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 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) Organization Chart.
- b) List of similar works carried out by me/us.
- c) Bar Chart.
- d) 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: - \_\_\_\_\_



**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO: CE/97/2016**

Name of work: **“Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

**SCOPE OF WORK**

The work put to tender broadly comprises of the following items:

1. Excavation in dense or soft soil/asphalt surface etc.
2. Providing cement concrete (1:3:6) using 20mm graded aggregate.
3. Supplying and laying cement concrete kerb stones of size 60cm x 45cm x 15cm.
4. Painting two coats of synthetic enamel paint over concrete surfaces.
5. Supplying and providing garden earth in flower beds.
6. Supplying and providing cow dung in flower beds.
7. Supplying Mexican lawn and placing the same in flower beds.
8. Supplying and providing ‘Duranta’ plants along the edge of flower beds.
9. Supplying and planting ‘Agave’ plants of minimum height 3ft height.
10. Watering of the plants/lawn for a period of 8 days.
11. Transporting and dumping surplus excavated material/dismantled material within a lead of 5Kms.



**MORMUGAO PORT TRUST  
ENGINEERING (CIVIL) DEPARTMENT**

**TENDER NO. : CE/97/2016**

Name of Work: **“Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

**DIRECTIONS TO TENDERERS FOR FILLING IN THE  
SCHEDULE OF QUANTITIES & RATES**

1. Tenderers are required to fill the percentage (above/ below) and the total amount at the end of the Schedule of Quantities & Rates, in the space provided for the purpose and unless this is done, their tender will not be considered.
2. The percentage (above/below) shall hold good for all works under this contract, without reference to quantity or location of the work or the variation in the estimated quantity.
3. Quantity & rate of each item of work mentioned in the Schedule should be noted and the percentage (above/below) 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 percentage and the amount 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**



An ISO 9001 : 2008 Port  
ISPS CODE Compliant

**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**Tender No:- CE/97/2016**

**Name of Work: "Making garden near gate no. 9, T1 shed and T2 shed in GCB area."**

**SCHEDULE OF QUANTITIES & RATES**

Item no.	Appx. QTY	ITEM	RATE Inclusive of ST &GT Rs.	UNIT	AMOUNT Inclusive of ST &GT Rs. (2 X 5)
1	2	4	5	6	7
1	35.00	Excavation in dense or soft/asphalt surface etc. including removal of obstructions such as small trees, vegetation etc. and removal of excavated material upto a lead of 50m and a lift of 1.5m including refilling foundation trenches. All labour and material etc	1116.00	Cubic Metre	39060.00
2	15.00	Providing cement concrete (1:3:6) using 20 mm graded black trap stone metal out of quarried boulders as coarse aggregate including mixing, depositing, consolidating, levelling, curing etc. All tools, plant, labour and material etc. complete.	5269.00	Cubic Metre	79035.00
3.	273.00	Supplying and laying factory made precast cement concrete Kerb stones(M50 grade) of size 60x45X15 including fixing in C.M. (1:6) and pointing with C.M. (1:2) including cost of transportation etc All tools, plant, labour and material etc. complete.	634.00	Metre	173082.00
4	160.00	Painting two coats on new concrete surfaces with approved synthetic enamel paint including cleaning & preparing the surfaces. All tools, plant, labour and material complete.	96.00	Square Metre	15360.00

5.	70.00	Supplying and providing approved garden earth in flower beds etc .All tools, plant, labour and material etc. complete.	1488.00	Cubic Metre	104160.00
6.	6.00	Supplying and providing cowdung in flower beds etc .All tools, plant, labour and material etc., complete.	1159.00	Cubic Metre	6954.00
7	110.00	Supplying Mexican lawn and placing the same in flower beds as directed including levelling of garden earth, watering the flower beds before placing the lawn etc. All tools, plant, labour and material etc., complete.	397.00	Square Metre	43670.00
8.	800	Supplying and planting duranta plants along the edge of flower beds as directed. All tools plant labour etc., complete	22.00	Number	17600.00
9.	2	Supplying and planting Agave plants of minimum 3ft height at places as directed. All tools, plant, labour etc., complete.	676.00	Number	1352.00
10.	8	Watering of the plants/lawn for a period of 8 days by engaging 2 labours per day. All tools , plant labour etc. complete(Water will be supplied by department free of cost from the nearest available point)	744.00	Day	5952.00
11.	35.00	Transporting and dumping excavated material/dismantled material in the low lying areas within a lead of 5kms, including loading, unloading, transporting, rough levelling etc. at places as directed by the Chief Engineer or his representative. All labour and material etc. complete.	182.00	Cubic Metre	6370.00

TOTAL "A" ... Rs.492595.00  
TOTAL AMOUNT OF TENDER INCLUSIVE OF ST & GT of -"A" Rs. 492595.00

B. ADD : \_\_\_\_\_%(In figure)

( \_\_\_\_\_

\_\_\_\_\_ ) in words

Over the above amount at "A" i.e Rs. \_\_\_\_\_ .

OR

C.DEDUCT : \_\_\_\_\_%(In figure)

( \_\_\_\_\_  
\_\_\_\_\_ ) in words

From the above amount at "A" i.e(A+B) or (A-C) or as the case may be

Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_  
\_\_\_\_\_ )

SCORE OUT EITHER 'ADD' OR'DEDUCT' AS THE CASE MAY BE.

TOTAL TENDER AMOUNT.

Rs. (in figure) \_\_\_\_\_

Rupees(in words)

( \_\_\_\_\_  
\_\_\_\_\_ )

Date: \_\_\_\_\_

NOTES:

1. Quantities given above are approximate and are furnished for the guidance of the tenderers.
2. The tenderers are strongly advised in their own interest to inspect the site before tendering.
3. No. materials will be supplied to contractor by this Port and contractor will have to make his own arrangement for procurement of all material, tools etc., required for this work and contractor will include the cost of the same in the tendered amount while quoting for the work.
4. The contractor shall take approval for all working drawings needed for execution and completion of the work before commencement of item of work.

Witness's

Tenderers:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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Address: \_\_\_\_\_

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Tel. No. \_\_\_\_\_

Tel.No. \_\_\_\_\_





**MORMUGAO PORT TRUST**  
**ENGINEERING (CIVIL) DEPARTMENT**

**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Annexure

Form of Performance guarantee / Bank guarantee bond.  
[Reference para 21.1(1)(V)]

In consideration of the Board of Trustees of Mormugao Port Trust (hereinafter called “The Board”) having offered to accept the terms and conditions of the proposed agreement between Board and .....(hereinafter called “ the said contractor(s)” for the work.....(hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We.....(hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank)  
Pay to the Board an amount not exceeding  
Rs.....(Rupees.....only)  
on demand by the Board.
2. We .....do hereby undertake to pay the amounts due and payable(indicate the name of the Bank)under this Guarantee without any demur, merely on a demand from the Board stating the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards 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, the said Bank, further undertake to pay to the Board any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the Contractor(s) shall have no claim against us for making such payment.
4. We..... further agree that the Guarantee herein contained shall(indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said

agreement, and 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 claims satisfied or discharged, or till the Engineer-in-charge on behalf of the Board, it certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We..... further agree with the Board that the Board (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers excisable by the Board against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall be relieved from our liability by reason of any such variation or 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 Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Board in writing.
8. This Guarantee shall be valid up to .....unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.  
Dated the.....day of .....for  
.....

(indicate the name of the Bank)



**MORMUGAO PORT TRUST**  
**ENGINEERING CIVIL DEPARTMENT**

**Tender No:- CE./97/2016**

**Name of work: “Making garden near gate no. 9, T1 shed and T2 shed in GCB area.”**

**DECLARATION**

I hereby declare, that I have read and understood the General conditions and Specifications of the work which are printed in Vol-I, supplied to me by the department which will form a part of tender and shall remain binding on me.

\_\_\_\_\_  
Signature of Tenderer.

