

MORMUGAO PORT TRUST



MECHANICAL ENGINEERING DEPARTMENT

TENDER NO: CME/PD/VIII/2011 (REVISED)

TITLE: DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 01 NO. 100T AND ABOVE CAPACITY HARBOUR MOBILE CRANE AT MORMUGAO PORT TRUST, INCLUDING AMC FOR THE PERIOD OF 3 YEARS COMMENCING AFTER EXPIRY OF GUARANTEE PERIOD OF 2 YEARS

**VOLUME-I
(TECHNICAL-BID)**

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**MORMUGAO PORT TRUST
MECHANICAL ENGINEERING DEPARTMENT
NEW ADMINISTRATIVE OFFICE BUILDING
HEADLAND SADA, MORMUGAO GOA**

TENDER NOTICE

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**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND
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PERIOD OF 3 YEARS COMMENCING AFTER EXPIRY OF GUARANTEE PERIOD
OF 2 YEARS**

Tenders under dual cover system in sealed cover superscribed " Design, Manufacture, Supply, Erection, Testing and Commissioning of 01 no. **100T** and above capacity Harbour Mobile Crane at Mormugao Port Trust, including AMC for the period of 3 years commencing after expiry of guarantee period of 2 years " are invited from tenderers with sufficient experience in the design and manufacturing of such type of crane, so as to reach the Chief Mechanical Engineer, Mormugao Port Trust, New Administrative Office Building, Headland Sada, Mormugao, Goa. 403 804, latest by 15.00 hrs. on **12/03/2012**.

Tender documents can be obtained from the Financial Advisor & Chief Accounts Officer, Mormugao Port Trust, New Administrative Office building, Headland Sada, Mormugao Goa. 403 804, from **01/01/2012** on payment of **Rs.10,000 /-** in person which sum will not be refunded. (Tender documents are also available on MPT Website www.mptgoa.com). If the tender application is downloaded by the Contractor from website, then the Contractor shall pay the cost of tender by demand draft / cash receipt at the time of submission of the tender. Tenders are to be submitted in accordance with the Instructions to tenderers laid down in the tender documents. Tenders should be accompanied by a receipt towards **EMD of Rs.60,00,000 /-** failing which tender will not be considered.

Tenders will be opened at the office of the Chief Mechanical Engineer at **15.30 hrs. on 12/03/2012**, in the presence of tenderers who may wish to be present.

Right to reject any or all tenders without assigning any reason is reserved.

CHIEF MECHANICAL ENGINEER

PROCEDURE FOR SUBMISSION OF TENDER UNDER DUAL COVER SYSTEM.

1. TENDERERS ARE REQUESTED TO SUBMIT THEIR TENDERS IN SEALED COVER.
2. Tenderers are advised to quote strictly as per conditions stipulated in the tender documents both financial and technical Conditions.

In addition to the deviations, if any, all the following accompaniments to the tender viz:

- i) Covering letter from the tenderer on his own letter head giving full details of alterations, conditions/contract conditions, etc. if any, on which he has based his tender.
- ii) Vol. I of original tender documents issued by the Port duly filling in all the blank spaces and initialing on each with rubber stamp.
- iii) Financial stability certificate from a Nationalized Bank in India or International Bank for an amount of **Rs.9 crore** towards financial solvency in the current year.
- iv) Latest Income-tax returns/ PAN Number.
- v) List of Major/important clients for whom cranes has been design, manufacture and supplied specifically indicating value of order, completion time, etc.
- vi) Details of Technical Staff (Designation, qualification and skill) to be deputed to MPT by the tenderer for maintenance of the HMC during guarantee period of 2 years and AMC period of 3 years.
- vii) Technical details of Spreaders.
- viii) Technical details of Grab.
- ix) Technical details of Hook.
- x) Details regarding output of the crane in ' tonnage handled per hour' and also the details of cycle time for different cargo's should be submitted for the offered crane.
- xi) Bank Details

Shall be put in the first cover which shall be sealed and superscribed WITH NAME OF THE WORK IN FULL AND MARK AS COVER – I "and bear on the bottom left corner of the cover the name of the tenderer with his official rubber stamp. The tenderer shall specifically ensure that the schedule of price with break-up thereof is not enclosed in this cover No. 1"

The schedule of prices i.e. Vol. II of original tender document thereof duly filled in with the rates and tender amounts based on the Port Trust design shall be put in the second cover which shall also be similarly sealed and superscribed "WITH NAME OF THE WORK IN FULL AND MARK AS COVER – II PRICE SCHEDULE - COVER NO. (2)" and bear on the bottom left corner of the cover the name of the tenderer with his official rubber stamp. No other accompaniments shall be enclosed in Cover No. (2)".

4. Both the sealed covers shall be simultaneously submitted on or before the stipulated time and date at office of The Chief Mechanical Engineer, P&D Section.
5. Cover marked No. will be opened on **12/03/2012 at 15.30 hrs.**
6. Cover marked No.(2) containing the Price schedule will be opened on a subsequent date to be notified to the tenderer, who are techno-commercially qualified.

TENDER NO.CME/PD/VIII/2011 (REVISED)

INSTRUCTIONS TO TENDERERS

1. Sealed tenders are invited under dual cover system for the subject work. Tenders are to be submitted in accordance with the attached conditions of contract, specifications and form of tender etc. Tender forms are not transferable. The same are available in the office of the Financial Advisor & Chief Account Officer, Mormugao Port Trust, Mormugao Headland Sada, Goa 403 803, on payment of Rs.10,000/- for one set in two volumes of tender document the cost of tender document will not be refunded.
2. Tenderer shall complete the form of tender with all the information called for therein. Any tender incomplete in any respect will be liable to rejection. The rates quoted by the tenderer shall hold good and be firm at least for six months from the date of opening of the tender and during the currency of the work. The rates quoted must be filled in ink only, both in figures and words in the Form of Tender.
3. Any correction to rates shall be supported by the Tenderers signature there. In case the rate quoted in figures or words are not identical, the lower of the two rates entered in figures or words shall be deemed as the price quoted for the item in question.
4. Should there be any doubt or obscurity as to the meaning of any of the tender documents or if any further information is required, the tenderer must obtain the information immediately from the Chief Mechanical Engineer.
5. The Tender shall be based on the conditions and specifications, etc. stipulated in the tender documents. Any tender which includes any deviation with the work specified in the tender documents or which contains any other conditions of any sort shall be liable for rejection.
6. The tenderer shall submit along with his tender the latest valid Income Tax returns along with his permanent Income Tax account No. for assessing the Income Tax.
7. The E.M.D will be returned to the unsuccessful tenderer after placement of order on successful tenderer. The tender shall indicate his name of the bank, branch address, type of account and account number for refund of EMD.
8. The tenderer shall produce satisfactory evidence with his tender to support his experience and ability for carrying out work of this class and magnitude by way of giving details of works carried out by him in the past, their cost and time of completion their banker's reference and their sales Tax registration No. under the Central Sales Tax Act, 1959. In case the tenderer is not registered under the Central Sales Tax Act., Purchase tax, if any, payable by the Board will be recovered from his bills.
9. No tender will be considered which is not accompanied by receipt of EMD from the FA & CAO, MPT. The amount of earnest money deposit is **Rs. 60,00,000/- (Rupees Sixty Lakhs only)**. The amount can be deposited in cash or a demand draft drawn on a scheduled bank in Vasco-da-gama, Goa in favor of FA & CAO, MPT and in a separate envelope along with the tender. Also the EMD can be in the form of Bank Guarantee from International Bank permitted by RBI to operate and having branch in India or scheduled bank in India. The earnest money will be returned to the successful tenderer after the execution of a formal agreement and on payment of Security deposit.
10. In the event of a person whose tender has been received and opened on behalf of the Board, withdrawing his tender before the receipt of the final decision or in the event of a person whose tender has been accepted failing to execute the agreement in such form as aforesaid within 15 days after such acceptance shall be made to him, the earnest money deposited by such person shall be forfeited and in the latter case the tender also shall be cancelled.

11. The tenderer shall submit an organisation chart listing the names of the key personnel when he would employ to direct the work, together with a brief resume of their experience.

12. Tender may be withdrawn on writing or telegraphic request dispatched by the Tenderer in time for delivery in the normal course of business prior to closing time for the receipt of tenders, provided that written confirmation of any telegraphic withdrawal over the signature of the Tenderer is placed in the mail and post marked prior to the closing time for the receipt of Tenders. Negligence on the part of the Tenderer in preparing his tender confers no right to withdrawal or modification of this tender after such Tender has been opened.

13. Telegraphic offers will be treated as defective, invalid and are likely to be rejected. Only detailed complete offers received prior to the closing time and date of the Tenders will be taken as valid.

14. The language in which the contract documents shall be drawn up is English.

15. The Tenderer shall submit along with his Tender a Bar Chart showing completion time of various sections of his proposed work including supply and delivery of all important items for this Contract.

16. The contractor is deemed to have ascertained and provided for payment of Income-Tax, and all other Taxes, Rates, Duties, Port Fees, Wharfage, etc as are chargeable under the laws for the time being in force in respect of the contract and the contract price shall be deemed to be inclusive of all such payments. Regarding the Custom duties, Excise, service tax, VAT and sales tax on supply of crane and its components the Port will reimburse the amount on production of supportive documents.

17. The Board shall not bind itself to recommend for acceptance of the lowest or any other tender assign any reason for non-acceptance of any tender and reserve to the right to divide the contract between two or more tenderers.

18. Until such time the Contract agreement is prepared and executed, the conditions of contract, specifications, schedule including Schedule of Rates, Drawings and tender together with acceptance thereof with such modifications as have been mutually agreed upon in writing shall govern the rights and obligations of the Contractor and the Board.

19. In the event of the tender being submitted by a Firm it must be signed separately by each constituent thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of Attorney from him, authorising him to do so.

20. If the tenderer approaches a Trustee or any Officer of the Port directly or indirectly with a view to exercising influence on him for securing the contract his tender is liable to be rejected summarily without assigning any reasons and the Tenderer may even be forbidden from future tendering with Mormugao Port Trust through appropriate action.

21. The rates quoted by the Contractor shall include all leads and lifts in carrying out the works under the contract at different height.

22. Within 14 days from the date of acceptance of the tender, the successful tenderer will be required to affect a Security Deposit equal to 10% of the contract value.

23. TIME OF COMPLETION

i) Subject to any requirement in the specification as to completion of any portion of the work before completion of the whole, the whole of the work shall be completed within the time stated in the Tender calculated from the last day of the period named in the tender as that within the works are to be commenced or such extended this as may be allowed.

ii) Deliver/completion period : all the works included in the tender must be completed in all respects, trials taken and systems successfully commissioned within **8 months** after placement of order and receipt of the same by the contractor. It may be noted that L.C will be opened at the time of placement of work order.

24. AGREEMENT

The successful tenderer will have to enter into an agreement with the Trustees for execution of the contract. A draft form of the Agreement is attached and the tenderer is requested peruse the clauses of the Agreement and communicate his acceptance of the conditions of contract along with the tender. The cost towards signing of agreement is to be borne by the successful tenderer.

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITION OF ITEMS

In construing these conditions and annexed form of tender and the specifications, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction:-

"BOARD" means the Board of Trustees of the Port of Mormugao, a body corporate under the Major Port Trusts Act, 1963. For the purpose of the contract the term "Board" also includes the Chairman and Chief Mechanical Engineer, as defined hereunder.

"CHAIRMAN" means the Chairman of the Board of Trustees of the Mormugao Port Trust.

"CHIEF MECHANICAL ENGINEER" shall mean the Chief Mechanical Engineer of Mormugao Port Trust or his duly authorised representative.

"EMPLOYER" means the "Board of Trustees of Mormugao Port Trust" or its representative "Chief Mechanical Engineer" or any other person or firm nominated by the employer.

"THE CONTRACTOR" means the person or persons, firm or Company whose tender has been accepted by the Board and includes the Contractor's personal representatives, successors and permitted assigns.

"SUB CONTRACTOR" means the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Board and the legal representatives, successors and permitted assigns of such person.

"WORK" means and includes the equipment and things to be provided and work to be done by the Contractor under the Contract.

"CONTRACT" means the General Conditions, Technical Specifications, Drawings and Price bill of quantities, schedule of rates and prices (if any), tender and contract agreement.

"SPECIFICATIONS" means the specifications annexed to these conditions of contract.

"PLACE OF DELIVERY" or "PLACE OF DESTINATION" means the Port of Mormugao, Goa, India.

"DRAWINGS" means such plans and drawings as shall under the provisions of the contract be submitted by the Contractor and approved by the Board.

"TESTS" means such tests as are provided for in these conditions of contract and described in the specification and includes all other tests required to be carried out during construction and after completion of the work.

"APPROVED" or "APPROVAL" means approval in writing including subsequent written confirmation of previous verbal approval.

"MONTH" means month according to the Gregorian Calendar.

"CONTRACT PRICE" means the sum named in the tender subject to such addition thereto or deductions there from as may be made under the provision hereinafter contained.

Works imparting the singular only also include the plural and vice versa where the context so requires.

2. CONTRACT DOCUMENTS

Subject to the order of precedence set forth in the Contract Agreement all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract agreement shall be read as a whole.

3. LANGUAGE

The Contract as well as all correspondence and documents relating to the contract exchanged by the Contractor and the Employer, shall be written in "ENGLISH". Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract this translation shall govern.

The contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translations, for documents provided by the Contractor.

4. JOINT VENTURE, CONSORTIUM OR ASSOCIATION

If the Contractor is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium or association. The composition or the constitution of the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

5. CONTRACT WORKS AND CONTRACT PRICE

The works to be carried out (hereinafter referred to as "the contract work") and the price for the same (hereinafter called "the contract price") and entered into schedule of prices shall include :-

- a) Design, Manufacture, Supply, Erection, Testing and Commissioning of 01 no. 100T and above capacity Harbour Mobile Crane at Mormugao Port Trust, including Annual Maintenance Contract (AMC) for the period of 3 years commencing after expiry of guarantee period of 2 years.
- b) Such other work as the specifications may require the contractor to carry out.

Except where otherwise expressly provided, the contractor shall provide all materials, labour, plant and things necessary in connection with the Contract Works although there may be errors in and omission from the specification.

6 SCOPE OF SUPPLY

The goods and Related Services to be supplied shall be as specified in the Technical Specifications.

7. Contract Price.

Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Contractor in its Tender.

No variable rates in the Price Schedule will be entertained.

8. Copyright.

- 8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractors of materials, the copyright in such material shall remain vested in such third party.

9. Confidential Information

- 9.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality.
- 9.2 The Employer shall not use such documents data and other information received from the Contractor for any purpose unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.

10. Subcontracting

- 10.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligation, duties, responsibilities or liabilities under the Contract.

11. Packing and Documents.

- 11.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitations, rough handling and exposure to extreme temperature, salt and precipitation, and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 11.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any other instructions ordered by the Employer.
- 11.3 All works required by the Employer and/or the Engineer to be packed or protected for transportation to India, shall be securely placed and protected by the contractor, Packing cases shall be of a size convenient for shipment and cases containing easily damageable article shall be bind as specified. The contractor will be held responsible for the inefficiency of the packing and protections.
- (a) The cases, crates and packages shall be permanently branded, not painted with the shipping marks. The markings shall be carried out with a view to the mark remaining un-obliterated when the consignment reaches destination but as a further precaution, a reproduction, of the shipping marks shall be placed inside each case, crate and packages.
- (b) Packages or bundles which cannot be permanently branded shall have metal label, with the above particulars stamped or attached to them by strong wire.

- 12. Inspections, Tests, Taking over and Commissioning.**
- 12.1 All equipment shall be subjected to the relative factory test and other tests mentioned in technical specifications, the relevant standard specifications approved and manufacturer's test certificate and calibration curves in respect of all materials, shall be supplied, if required, in triplicate, before the dispatch of equipment.
In addition to the above test, the purchaser reserves the right of carrying out at site such tests as he may decide upon. Such additional tests shall be carried out at the contractors's expenses.
The crane shall be supplied at MPT after duly testing the same as per Indian Dock Safety Regulations Act and accordingly the relevant test certificates for wire rope, hook and crane as whole should be submitted alongwith the crane, duly certified by competent authority appointed by Dock safety inspectorate
- 12.2 The contractor shall, its own expenses and at no cost to the Employer carry out all such tests and /or inspections of the Goods and Related services as are specified in the Technical Specifications.
- 12.3 The Contractor shall provide the Employer with a report of the results of all test carried out.
- 12.4 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the Contractor or his sub-contractor's on the work including the Employer' employees, if any, working under the contractors supervision. The contractor shall during the progress of contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons Employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipt for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.
- 12.5 On completion of the work and before handing over the cranes to M.P.T, Contractor has to supply THREE sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same in form of C.D.

13. Site activities

- 13.1 The Contractor/contractor's shall give the customs, state government, municipal, petroleum road, railway, and all other authorities all notices etc., that may be required by law and obtain all requisite licenses for temporary obstruction, transportation, loading and unloading activities, enclosures and for any other purposes whatsoever and pay all fees, taxes, duties and charges which may be leviable on account of his/their own operations in executing the contract. He/they shall make good any damage to adjoining property whether public or private and apply and maintain any flags, horns, sirens, light etc., in whatever manner required in day/or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material. Administrative assistance of MPT if any will be provided for obtaining clearance from Statutory Authorities.

- 13.2 The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over. The Employer will provide the storage area free of cost during Installation and Commissioning and on chargeable basis as per the scale of rates during AMC period. Contractor shall ensure the suitability of that site before occupying the same.
- 13.3 Suitable access and possession of the site will be afforded to the Contractor by the Employer in reasonable time. In the execution of the work, no person other than the Contractor or his duly appointed representatives, sub-contractor and workmen will be allowed to do work at site except by the special permission in writing of the Employer and/or his representative.
- 13.4 The Contractor shall comply with all precautions as per International labour organization (I.L.O) Convention (No.62) as far as they are applicable to this contract.
- 13.5 The Contractor/Contractor's shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the Contractor/Contractors to remove by the Contractor or his Sub-Contractors, within twenty four (24) hours after receipt of written notice from the Employer requiring him/them to remove the same and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the Contractor/Contractor's.
- 13.6 The Contractor will be allowed to tap/use electric power to the extent of as specified by the Employer, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. Power and water supply will be provided by the Employer free of cost during installation and commissioning. The contractor to arrange for water by outsourcing during the preventive maintenance of the HMC during AMC period and Guarantee period.
- 13.7 No living accommodation shall be made available for the Contractor's staff and labour. The Contractor/Contractor's shall at his/their own expense provide the necessary transport to and from the site of the work and accommodation for his/their employees, the intention being that the sum named in the tender shall be inclusive of all expenses whatsoever in connection with the Contractor/Contractor's staff and labour force.
- 13.8 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor/Contractors at all times during the progress of the work, the Contractor/Contractors shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.
- 13.9 The Contractor/Contractor's shall at his/their own cost provide all labour and materials, haulage, stores, consumables, templates, staging, scaffolding, tarpaulins and all plants and tools whatsoever required to carry out and complete the work to the satisfaction of the Engineer in charge.

13.10 Employment of Labour:

The contractor/contractors shall employ such sufficient number of trustworthy, skillful and experienced assistants or Supervisor, Foremen, and Watchmen as may be approved by the Engineer and shall at all times employ a competent qualified and experienced Engineer and careful and skilled workmen in or about executive of the said work to the satisfaction of the Engineer or any Engineer, Supervisor, Watchmen to whom the Engineer and/or his representative shall object to on the ground of bad behavior incompetence or negligence shall be removed by the contractor/contractors from the work within 24 hours after receipt of written order signed by the Engineer and/or his representative shall be again allowed on the work except with the written permission of the Engineer and/or his representative. The contractor/contractors shall arrange, to meet the Engineer or his Assistants on the works whenever required.

13.11 The contractor/contractors shall, at his/their own expenses provide Protective Personal Gears such as Helmet, Face shield, Footwear, Gloves etc, for all labour employed on gas cutting, welding work etc., to the satisfaction of the Employer or his representative and on his/their failure to do so, the Employer shall be entitled to provide the same and recover the cost thereof from the contractor/contractors.

14. Licenses

14.1 Import License, Permits, etc.

The Contractor will make his own arrangements for obtaining materials required for the manufacture of the items and for the efficient and regular operation of the work.

15. SALES TAX, OCTROI, ETC.

The price quoted for the equipment/work by the tenderer shall include Excise Duty, Sales Tax, Octroi, Custom Duty or any other duty or Tax which shall be payable by the Contractor furnished in the manner indicated in the price schedule form. The Contractor to pay all the taxes, duties and levies which are applicable. The other statutory levies and variation in taxes, as applicable will be paid on producing supportive documents.

16. INSTRUCTIONS

After the tender has been accepted by the Board, all orders and instructions to the contractor shall, except as herein otherwise provided, be given by the Chief Mechanical Engineer on behalf of the Board.

17. SECURITY DEPOSIT

The Successful tenderer shall deposit with the Board a sum equal to 10% of the contract value, either in cash or by Demand Draft or in the form of Bank Guarantee (as per format attached) from a Nationalized/scheduled Bank or an International Bank permitted by RBI to operate and having branch in India, as performance guarantee during guarantee period. The security deposit shall be furnished within 2 weeks of placement of order and receipt of the same by the contractor. Successful tenderer shall also submit Bank Guarantee (as per format attached), towards performance guarantee during entire AMC period, within 2 months before completion of the Guarantee Period, from a Nationalized/scheduled Bank or an International Bank permitted by RBI to operate and having branch in India, for 10% of Pro-rata annual Contract Price.

18. Refund of Security Deposit

The security deposit will be refunded without interest and less deduction of any sum that may be due to the Board from the contractor, after all the conditions of contract, including 24 (Twenty four) months guarantee of satisfactory performance after commissioning of the crane and successful operation of the HMC with the intended output during performance period of six months, and after submission of security deposit towards the AMC period, and making an application thereof.

19. NO INTEREST PAYABLE

No claim for interest will be entertained by the Board with respect to the above mentioned deposit or with respect to any money or balances which may be in their hands owing to any dispute of the Board with the Contractor, or with respect to any delay on the part of the Board in making monthly or final payments or otherwise.

20. FORFEITURE OF SECURITY DEPOSIT

The Board may at their option forthwith forfeit the said security deposit if the contractor fails to carry out the work or perform or observe any of the conditions of contract. The Board will also be at liberty to deduct from the security deposit or from any sum due or to become due under any other contract, with the Contractor, sums that may become due to the Board by virtue of the terms thereof.

21. COMMENCEMENT OF WORK

For the purpose of this contract, the date of commencement of the work in so far as the work of 100T crane shall be the date on which work order along with Letter of Credit is received by the Contractor.

22. INSPECTION OF WORKS ON SITE

The Chief Mechanical Engineer or his representatives shall have full power to inspect the materials during every stage of their repair/manufacture/erection/ commissioning and for this purpose shall have free access to any places and when any work in connection with the contract is being carried on, and should any workmanship, material or complete article be imperfect or not in every respect in accordance with this specifications, the same may be rejected. They shall have full power to reject such defective materials whether they have been manufactured under their inspection or not. Materials or articles of approved manufacture, shall be installed in replacement.

23. WORKMENS COMPENSATION :

The Contractor shall indemnify the Board in the event of the Board being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workman's Compensation act. 1923, as amended from time to time.

24. RISK PENDING COMPLETION

All the works comprised in this contract, until handed over to the Board shall stand at the risk of the contractor who shall be responsible and make good at his own cost all the loss and damage caused by or due to fire, or any other cause and the Contractor shall hand over all the works completed in every respect at the termination to this agreement.

24. INJURY/DAMAGE TO PERSON AND PROPERTY :

The Contractor shall take all the precautions whilst carrying out the contract work against any possible damage to any property, whether public or private, should any such damage be done by the contractor, he shall make good or bear the cost of making good the same, when brought to this notice, without delay to the satisfaction of the Engineer.

26. EXTENSION IN COMPLETION TIME

If in the opinion of the Board, the completion of the works shall be delayed by any change of original design or by the ordering by the Board of any altered, modified, substituted or additional work, or by the ordering by the Board of any work to be omitted or any strikes, stand-out or lock-out of any workman employed by the contractor or from any just cause not attributable to the act, default or omission of the contractor, the Board may, if in its discretion it shall think fit, either forthwith or at any later time or from time to time notwithstanding that the prescribed or extended time for completion of the work has expired that the work has been completed by writing under its hand extend the time for completion of the work to such date as it shall consider reasonable provided always, that unless the contractor makes a written application to the Board at or before the time when the cause of the delay in occurring or about to occur or in the event 'force majeure' immediately thereafter and of which satisfactory proof must be submitted or unless the time is extended by the Board (whether such application has been made by the contractor or not) the prescribed time shall not be extended, notwithstanding delays from the foregoing or any other cause or causes whatsoever kind, subject nevertheless to be provision that may and every extension of time by the Board shall be deemed to be in full compensation and satisfaction for and in

respect of any and every actual or possible loss, damage or injury sustained or sustainable by the contractor in respect of the cause or causes giving rise to such extensions, and shall in like manner exonerate the contractor from any claims or demands on the part of the Board in respect, of the delay, in respect of which any such extensions of the time shall have been made, but not further or otherwise, nor for any delay contained beyond the time mentioned in writing, authorising such extension.

27. **COMPLETION OF WORKS**

The equipment shall be completed in accordance with the terms of the contract to the entire satisfaction of the Board and shall be commissioned and successfully operated with intended output during performance period of six months, at the Mormugao Port within the time specified in the tender. However, no claims for compensation for delay shall be considered if time of completion is extended due to certain special reasons.

28. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

In the event of failure by the contractor to complete the execution of the work within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated Damages and not by way of penalty for delay to complete the work, a sum of 1% of contract price per week or part thereof subject to a maximum of 5% and the Board shall have the power to deduct this amount from the payment of the amounts due to the contractor or from his deposit.

29. **ADDITIONS AND ALTERATIONS**

The Chief Mechanical Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and efficient execution of the work according to the terms of the specifications and the contractor shall receive, execute, obey and be bound by the same according to the true intent and meaning thereof as fully and effectively as the though the same has been mentioned or referred to in the specifications and the Chief Mechanical Engineer may also vary or alter the position of any of the works contemplated by the specifications or may order any of the work contemplated thereof to be omitted, with or without the substitution of any other works executed or partially executed to be removed, changed or altered and if necessary may order that work shall be substituted in the lieu thereof and may difference in the cost occasioned by any such diminution or alterations so ordered and directed, shall be added to or deducted from the quoted price and the Chief Mechanical Engineer shall ascertain and fix the rate for such additions or deductions. The Contractor shall give to the Board due notice in writing of any extra which he proposes to do.

30. **DAMAGE AND FORFEITURE OF DEPOSIT**

In case of failure on the part of the contractor at any time during the continuance of the contract to comply with any of the conditions herein contained or in case of any breach of any portion of this contract, the contractor shall be liable to make good to the Board the difference, if any, between the cost of completion of the works by himself or through other contractor as aforesaid and all other charges and expenses as shall or may in any way be incurred or sustained and the Board shall be at liberty to retain the said sums from any amount that shall become due and payable to the Contractor and without prejudice to the provision hereof. The Board shall be entitled to forfeit the amount of Security Deposit lodged by the Contractor or to assess the loss or damage which he may have suffered by reason of such failure or breach and to appropriate the said deposit towards such loss or damage without recourse to a Court and without prejudice to any right or recovery by other means.

31. **CHIEF MECHANICAL ENGINEER'S DECISION FINAL**

The whole of the work to be done under this contract shall be carried out under direction of the Chief Mechanical Engineer and his decision upon all questions relating to the details of construction of the meaning of the specifications and methods of carrying out the work shall be final and binding upon the contractor and his decision on all questions and disputes arising under or in connection with this contract or the carrying out thereof including any question as to the construction and meaning of the contract or of any clause therein shall also be final and binding upon the contractor whether such decision shall have been given during the progress of the works or after completion of the same.

32. **BOARD'S LIEN**

The Board shall have lien on and over all or any moneys that may become due and payable to the contractor under these presents and also on and over the deposit of security amount or amounts made under this contract and which may become repayable to the contractor under the conditions on that behalf contained for or in respect of any debt or sum that may become due and payable to the contractor either along or jointly with another and either under this or under any other contracts or transactions of any nature whatsoever between the Board and the contractor.

07. AMENDMENT TO BID DOCUMENTS:

07.1 At any time prior to the deadline for submission of Bids, Mormugao Port Trust may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

07.2 The amendment will be notified in writing or by fax to all the prospective bidders who have purchased the bidding documents, besides publication in Port web site. Those bidders who down load the Tender Document from the web site shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

07.3 In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, Mormugao Port Trust may at its discretion, extend the deadline for the submission of bids.

PREQUALIFICATION CRITERIA/ BIDDING CONDITION

1. Financial Standing:

The average annual financial turnover of the Tenderer over the past three years ending 31st March of previous financial year shall be at least **Rs.1050 lakhs.**

2. Experience in terms of :

a. Capability and Resources:

The Tenderer should be in business of Designing Manufacturing, Supplying, Erection, Testing and Commissioning of proven design Mobile Harbour Cranes with technological advancement and incorporating the latest technology available, of similar capacities/work i.e. 100T and above capable of working in similar climatic condition.

b. Experience in last Five (5) years:

The Tenderer should have Manufactured, Supplied, Erected, Tested and Commissioned at least 2 No. of proven design of Mobile Harbour Cranes of 100T or higher capacities in last Five (5) years.

c. Satisfactory Performance:

The Tenderer should submit the documentary proof for satisfactory performance from the owners to whom the cranes were supplied and have successfully completed the guarantee period for at least two (2) proven design Mobile Harbour Cranes of similar or higher capacity.

d. Maintenance and after sales service setup in India:

The Tenderer shall have a maintenance and after sales service setup in India, which shall be accessible within 24 hours from Goa, the details of which shall be furnished by the tenderer in the Technical bid.. The service setup shall be having experienced team of engineers duly trained at factory, technical advisors and service managers capable of handling any exigencies. The service set up shall also be having a substantial custom cleared stock of critical items, so as to cater to the requirement of the HMC at MPT. The tenderer shall have a 24x7 hotline service, the numbers of which shall be furnished by the tenderer, so as to enable MPT to call any time for any technical assistance.

e. Recent Business Activities:

The Tenderer should be in the business and documentary proof to be submitted regarding personnel, equipment and manufacturing facilities.

3. Similar work/Capacity:

Similar work/capacity means 'Design, Manufacturing, Supplying, Erection, Testing and Commissioning of proven design Mobile Harbour Cranes with technological advancement and incorporating the latest technology available, of capacities 100T and above.

4. The employer/board do not bind themselves to accept the lowest or any tender and reserves the right to accept any tender in part or to reject any tender without assigning any reason thereof.
5. Pre-bid meeting will be held with the representatives of the firm who have purchased the tender documents or communicated regarding the downloading of tender document. The prospective Tenderer shall submit their queries in writing to The Chief Mechanical Engineer, Mormugao port Trust, in connection with this tender well in advance, so that the queries can be attended to.
6. If the offers are not received according to the instruction detailed here above, they shall be liable for rejection. The corrections and remakes shall be either type written or must be in ink and duly authenticated.

SPECIAL CONDITIONS :

1. DUTIES AND DUES ETC.

General :The contractor shall ascertain and provide for payment of Income Tax, Excise Duty, Sales Tax and other taxes, rates, dues and so on as are chargeable under the laws for the time being in force in respect of contract and the contract price shall be deemed to be inclusive of all such payments. The contractor shall bear all the costs, risks and responsibility including import clearance and transit insurance for delivery of the crane at MPT. The contractor shall also be responsible for unloading of the Crane at MPT. All the Taxes and duties payable in India if any, will be reimbursed by the Port in addition to the quoted price on production of taxes duty paid documents. The Contractor to pay all the taxes, duties and levies which are applicable on Crane and its components, will be paid on producing supportive documents.

1.2 Port & other charges : The contractor shall pay all Port and other charges arising from the importation into India of materials and equipment for the work or temporary work. The charges which are purely payable to Port will be exempted till installation and commissioning of the Crane.

1.3 Harbour Entry Permit: Harbour Entry Permit for personnel employed and the vehicles as per the charges in force.

2. TAXATION:

2.1 INCOME TAX: The contractor shall pay Income Tax and all other taxes whatsoever payable in respect of payments received from the Board in accordance with the laws and Regulations for the time being in force. If required by the authorities concerned the Board shall deduct such amounts as may be directed by the said authorities from the money due under the Interim and Final Certificates before payment under these certificates. The Board shall furnish the contractor with the necessary proof of all such deductions.

2.2 INCOME TAX PAYABLE BY STAFF

The contractor's staff shall pay Income Tax and other taxes in respect of such salaries and perquisites as are chargeable therewith under the laws for the time being in force and the contractor shall perform such duties in regard to deductions and transmission thereof as may be lawfully recovered by the Government.

2.3 SALES AND EXCISE TAX

The contractor shall pay all Sales and Excise Tax payable in respect of materials, equipment, plant and other things required for the contract.

2.4 SALES AND EXCISE TAX ON COMPLETED PERMANENT WORK:

Sales Tax on completed permanent works of the contract, if any, will be on the Board's account. The sales and Excise tax paid by the contractor on the purchase of any materials for the work or temporary work will be on contractor's account.

3. COMPLIANCE TO STANDARDS

The Harbour Mobile Crane (HMC) shall be designed, built and tested by complying with the latest requirements of International Standards, for continuous heavy duty operations for 24 hours per day throughput.

4. OTHER CONTRACTORS:

4.1 Other Contractors:

The Contractor shall take note of the fact that other Contractors employed by the Board may be working in the vicinity.

5. RETURNS AND REPORTS:

5.1: Schedule of progress :

The Contractor shall furnish to the Chief Mechanical Engineer within one week from the date of commencement of works with a detailed with Bar Chart showing in an approved form the estimated date of commencement and completion of the several parts of the works, including anticipated dates for this contract. Bar Chart be updated by the Contractor every week and two copies of these shall be supplied expeditiously to the Chief Mechanical Engineer for his information.

5.2 Progress Report:

The Contractor shall submit to the Chief Mechanical Engineer and the Board of the 1st day of each week or longer period as the Chief Mechanical Engineer may from time to time direct a progress report for the preceding period showing up-to-date progress and progress during the previous period on all important items of each section or portion of the work, in relation to and in consideration of his Bar Chart. The contractor shall submit a Monthly Report duly indicating the Physical and Financial Progress of the work to MPT.

5.3 Program & Diagrams:

The Contractor shall furnish the Chief Mechanical Engineer within one week from the date of commencement of work with a detailed program and diagrams showing in an approved form the estimated date of commencement and completion of the several parts of the work and including anticipated dates and arrangements for delivery, erection etc. of materials for the various sections of the work also in relation to and in a form commensurate with detailed Bar Chart.

5.4 Returns of Labour and Plant:

The Contractor shall supply to the Chief Mechanical Engineer monthly and other returns which may be required as to the fabrication progress for all equipment and material and the nature and quality of the work done.

6. SECURITY AND SAFETY REQUIREMENTS:

6.1 Security Requirements:

The Contractor shall comply with all regulations imposed by the Customs and in respect of the passage of the Plant, vehicles, materials and personnel through Customs and Port barriers.

6.2 Safety Precautions:

(1) The Contractor shall take all possible precautions to prevent outbreaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. He shall comply with all rules, regulations, Dock Safety Regulations and orders of any Statutory Authority and of the Engineer at no extra cost to the Board. All necessary fire extinguishers shall be provided by the Contractor. Cost towards Harbour Entry Permits for persons and vehicles and any other incidental charges as applicable as per prevailing scale of rates, will have to be borne by the contractor.

(2) The Contractor shall obtain from the Board details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work-people notice defining any such restricted areas. Such notices shall be provided at his own expense.

(3) The Contractor shall give every facility to the authorised safety officers of the Board to inspect the work whomsoever required and shall observe and abide by any instructions given by the Engineer in regard to the use of plant, equipment and temporary work in respect of general safety. Compliance with such requirement shall not be used as the basis of a claim against the Board.

(4) Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour premises. The tenderer should obtain permits from the Port Security office of Mormugao Port Trust for gaining entry of vehicle.

6.3 Life saving and first-Aid appliances:

The Contractor shall at his own expense provide and maintain upon the works to the satisfaction of the Chief Mechanical Engineer sufficient, proper and efficient life-saving and First-Aid appliances which shall at all times be available for use.

6.4 Accidents:

The contractor shall within twenty four (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 Employer or his representative. The contractor shall also report such accidents to the concerned constituted authorities.

7. Miscellaneous:

7.1 Explosives:

Except as may be provided in the Specifications or approved by the Chief Mechanical Engineer, the Contractor shall not use explosives.

7.2 Navigation:

The Contractor shall comply with all orders and directions given to him from time to time by the Chief Mechanical Engineer's Representative or by the Board in respect of navigation and shall comply in every way with their requirements in respect of marking lighting and watching any structure, craft or equipment which may be used for the construction of the works.

7.3 Temporary Jetty, Office etc.

The contractor shall submit to the Engineer for his approval, drawings and proposals for any temporary work such as jetty, loading stage, office, store, pre-casting yard workshop, etc. which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Chief Mechanical Engineer. The cost of such work shall be borne by the Contractor.

The Contractor shall make all arrangements for the disposal of sewage or drainage in accordance with the directions of the Chief Mechanical Engineer.

7.4 Existing Services:

Drains, pipes, cables, overhead wires and similar services encountered in the course of the works, shall be guarded from injury by the Contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof, and the Contractor shall not store materials or otherwise occupy any part of the 'site' in a manner likely to hinder the operation of such services.

Should any damage be done by the Contractor to any drains, pipe cables or lines (whether above or below ground), whether or not shown on the Drawings. The Contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Chief Mechanical Engineer and of the Owners.

7.5 Keeping Site Clean:

The Contractor shall at all time keep the site free from all surplus excavated materials, rubbish and offensive matter which shall be disposed of in a manner to be approved by the Chief Mechanical Engineer which clearance and disposal shall be a contingency of the Contract.

7.6 Transportation of Personnel:

Transportation of personnel shall be at the Contractor's responsibility.

8. LAW GOVERNING CONTRACT

8.1 Indian Contract:

The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceeding relating to this Contract shall be filed or taken by the Contractor in any Court of Law except in Court of Competent Jurisdiction in Goa.

9. SETTLEMENT OF DISPUTES/ARBITRATION

If any dispute or difference of any kind whatsoever shall arise between the Chief Mechanical Engineer and the contractor in connection with or arising out of the contract or the carrying out of the works (whether during the progress of works, after the termination, abandonment of or breach of the contract) it shall in the first place be referred to and settled by the Chief Mechanical Engineer who within a period of 60 days after being requested by the contractor, shall give written notice of his decision to the contractor. If the Chief Mechanical Engineer shall fail to give notice of his decision as aforesaid within a period of 60 days after being

requested by the contractor as aforesaid or if the contractor be dissatisfied with any such decision, then and in any such case, the contractor shall, within a further period of 30 days from the expiry of the first 60 days or from the date of receipt of Chief Mechanical Engineer's decision, write to the Chairman putting forth his views why he is not in agreement with the decision given by the Chief Mechanical Engineer. If the contractor, after receiving notice of decision of the Chief Mechanical Engineer does not refer the dispute to the Chairman seeking his decision, within a period of 30 days of the Chief Mechanical Engineer's decision, then the Chief Mechanical Engineer's decision will be final and binding upon the contractor, and no further claim will exist thereto.

The Chairman, shall within a period of 60 days from the receipt of the request from the contractor, give written notice of his final decision in the matter under dispute to the contractor. If the Chairman fails to give written notice of his final decision within a period of 60 days after being requested by the contractor as aforesaid or if the contractor be dissatisfied with any such final decision given, then the contractor may within a period of 30 days after the expiry of the period of 60 days from the date of his application to the Chairman, or within a period of 30 days after receiving notice of such final decision, as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided, if the Chairman has given written notice of his final decision to the contractor and no claim to arbitration has been communicated to the Chairman by the contractor, within a period of 30 days from the receipt of Chairman's decision, the said decision shall remain final and binding upon the contractor. If the Chairman fails to give written notice of his final decision to the contractor within a period of 60 days and no claim to arbitration has been communicated to the Chairman or Chief Mechanical Engineer by the contractor within a period of 30 days thereafter, then the decision given by the Chief Mechanical Engineer shall remain final and binding upon the contractor.

Save as hereinafter provided such decision in respect of every matter as referred shall be final and binding upon the contractor until the completion of the work and shall forthwith be given effect to by the contractor who shall proceed with the works with all the diligence whether he requires arbitration as hereinafter provided or not.

All disputes or differences in respect of which the decision (if any) of the Chief Mechanical Engineer or the Chairman has not become final and binding as aforesaid shall be referred to the sole arbitration of a Mechanical Engineer serving or retired of Central Govt. Agencies including Defense Services and of a member of Society of Arbitrators, to be appointed by Chairman pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provision of the Govt. of India Arbitration Act 1940 (Act no. 10 of 1940) or any re-enactment or statutory modification thereof for the time being in force. The sole Arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certificate or valuation of the Chief Mechanical Engineer or the Chairman and neither party shall be limited in the proceedings before the arbitration to the evidence or arguments put before the Chief Mechanical Engineer or the Chairman for the purpose of obtaining his said decision. No decision given by either the Chief Mechanical Engineer or the Chairman in accordance with the foregoing provisions

shall disqualify them from being called as witness and giving evidence before the sole Arbitrator, as aforesaid.

The Arbitrator shall not enter on the reference until after the completion or the alleged completion of works, unless with the written consent of the Board/Chairman/Chief Mechanical Engineer and the Contractor provided always :

a) That such reference may be opened before such completion or alleged completion in respect of the withholding by the Chief Mechanical Engineer of any Certificate or the withholding of any portion of the retention money/EMD/Security Deposit to which the contractor claims in accordance with the conditions set out in the General Conditions of the Tender.

In the event of the Arbitrator to whom the matter is originally referred, is unable to act for any reason, the Chairman shall appoint another Engineer serving or retired of Central Govt. Agencies including Defense Services and/or a member of Society of Arbitrators as Arbitrator and he shall be entitled to proceed with the reference afresh or from the stage at which it was left by his predecessor.

In all cases, the Arbitrator shall give reasons for the award.

10. **EXECUTION OF THE CONTRACT**

The whole contract is to be executed in the most approved and workman like manner and completed with all specified or unspecified incidental items necessary or unusual for similar plant to form complete equipment for putting into commercial use and efficient working, and in every respect such as have proved suitable for the intended purpose. The entire work shall be carried out to the satisfaction of the Chief Mechanical Engineer and the Chief Mechanical Engineer's decision thereon on any question as to the rules, intent and meaning of the specifications or of the work necessary for the proper completion of this contract shall be final, conclusive and binding upon the contractor.

In the case of contracts for the design, manufacture, supply, erection, commissioning and hiring of the equipment or plant, the contract shall not be deemed to have been executed till the equipment or plant is erected at site with complete accessories and equipment and shall have been commissioned and tested to the satisfaction of the Chief Mechanical Engineer or an officer nominated by him for the purpose and notwithstanding anything contained in these General Conditions or in the tender or in the contract entered into with the contractor and notwithstanding any time or indulgence granted or payments made, the contractor shall not be entitled to any payment under this contract unless such plant or equipment is so erected, commissioned and tested, and duly delivered and accepted by the Chief Mechanical Engineer.

11. **SPECIFICATION AND DRAWINGS**

The specification and drawing are to be considered as part and self explanatory of each other and should anything appear in the one that is not described in the other, or should any discrepancies or inconsistencies however appear, or should any misunderstanding arise as the meaning and impact of the specification or drawing or as to the dimensions of the quality of the materials or the due and proper execution of the work or as to the measurement or quality and valuation of the works executed under this contract or as extra thereupon, the same shall be explained by the Chief Mechanical Engineer and his explanation shall be binding upon the contractor and the contractor shall execute the work according to such explanation and without extra charges or deduction to or from the lump sum figures and shall also do all such works and things as may be necessary for the proper completion of the works as implied by the specification and drawings even though such work and things are not specifically shown and described therein.

12. **APPROVAL OF DRAWINGS, DIAGRAMS ETC.**

The approval of any of the drawings, diagrams or calculations shall not relieve the contractor of his entire responsibility for the efficiency of the equipment or any part thereof.

13. **ADDITIONS AND ALTERATIONS AFTER TEST**

Should any addition or alterations be deemed necessary after all or any of the tests, the same shall be carried out at the cost of the contractor who shall alter or add or amend the same as the Chief Mechanical Engineer may require.

14. **PARTS FOR TESTING**

The contractor shall provide all such templates, gauges, tools, testing apparatus, layout and information as may be required for examining and testing the several materials or parts of the work and he shall keep and supply such records of the manufacture of the materials or articles, the results of the tests and of the periodical deliveries, as may be required. He shall also pay the cost of the material ordered.

15. **INSURANCE OF THE EQUIPMENT**

The contractor shall insure the equipment with an Indian/Foreign Insurance Company and shall be approved by the Board, and for an amount equivalent to contract value till commissioning , testing and taking over of HMC by MPT. The insurance policy shall be made in favour of the Board. Certificates to be submitted.

16. **LIQUIDATION AND/OR DEFAULT AND RE-ENTRY**

In the event of the Contractor going into liquidation or passing an effective resolution for winding up (except for the purpose of constitution or amalgamation) or upon the Contractor's making an arrangement with or assigning in favour of his creditors or upon his assigning his contract or upon execution being levied on the contractor's goods or upon the Board certifying under his hand to the Contractor in his opinion the Contractor:

- i) Has abandoned the contract, or
- ii) has suspended the progress of the works for seven days after receiving from the Chief Mechanical Engineer written notice to proceed without any lawful excuse under those conditions, or
- iii) has failed to make proper progress with the works for seven days after receiving from the Chief Mechanical Engineer written notice to employ more men, or
- iv) Failed to pull down and rebuild works or any part of the work for seven days after receiving from the Chief Mechanical Engineer written notice that the said materials or works were condemned and rejected by the Chief Mechanical Engineer, or
- v) has failed to give the Chief Mechanical Engineer proper facilities for inspecting the works or any part of them for three days after receiving from the Chief Mechanical Engineer written notice demanding the same, or
- vi) has failed to submit any work or materials to proper tests for three days after receiving written notice from the Chief Mechanical Engineer requiring the same, or
- vii) has failed to complete all or any part of the works by the time or extended time for completion,

then the Chief Mechanical Engineer may enter upon the site and works and expel the contractor there from and may himself use the materials and plant upon the premises for the completion of the works and employ any Contractor to complete or may himself complete the works and upon such entry the contract shall be determined save as to the rights and powers conferred upon the Chief Mechanical Engineer hereby. The Chief Mechanical Engineer's certificate under this clause shall be conclusive proof between the contractor and the Board of the statement contained in it.

17. **ROYALTY**

The contract price is to include royalties for the use of any patents in connection with the work and the contractor shall furnish the Board with satisfactory proof of royalties having been paid and shall absolve and indemnify the Board from all liabilities in respect of the same.

18. **MATERIAL AND WORK TO BECOME THE BOARD'S PROPERTY**

The equipment whether construction, finished and completed or in the process of construction, finishing and completion and all the parts, appurtenances and materials thereof designed or in course of preparation thereof or intended to be fixed therein and whether

assembled or not, lying at the contractor's factory, premises and apartments or in the premises of other parties who may be making or providing any part or parts, of the said parts, appurtenances and materials shall throughout the currency of the contract, or in the event of the contract being annulled upon the happening of the same be appropriated to and shall be the exclusive property of the Board subject only to the contractor's lien for the balance which may be due at the time of the works actually executed, so far as not paid to him. The Board or person authorised on its behalf shall be at the liberty from time to time, should they think fit, for greater security to mark the equipment and all the parts, appurtenances and materials in paint or otherwise, with such distinctive mark or names as the Board. The Contractor shall mark all the parts and all materials intended for equipment with the product number thereof.

19. **GUARANTEE**

For the period of 24 months following acceptance of the equipment in accordance with the specifications, that contractor shall be responsible for any defects that may developed under proper use, arising from the faulty materials, design, workmanship in the work, but not other wise and shall at his own cost, remedy such defects when called upon to do so, by the board which shall state in writing in what respect any portion is faulty.

If it becomes necessary to the contractor to replace or renew any defective portions if the equipment under this clause, the provisions of the clause shall apply to the portions of the equipment replaced or renewed until the expiry of 24 months from the date of such replacement, renewal or until the end of the above mentioned period of 24 months, whichever may be later. If any defects may be remained within a reasonable time, the board may proceed to do the work at the contractors risk and expense by without prejudice any rights which the Board may have against the contractor in respect of such defects.

If the replacement or renewal are of such character as may affect the efficiency of the equipment. The Board have the right to give to the contractor within 1 month of such replacement or renewal notice in writing that 'test on completion' be made, in which case such test shall be carried out as specified. Should such case show that the work meet with the specifications the cost of the test shall be borne by the Board. Should specifications be not fulfilled, the cost of the test shall be borne by the contractor.

All the inspection, adjustments, replacements or renewals carried out by the contractor during the period referred to in the clause shall be subject to the conditions of this contract shall be binding upon the contractor in all respects during the guarantee period.

21. **PREPARATION FOR HANDING OVER**

On arrival of the equipment at Mormugao Harbour, the contractor shall rectify all blemishes to paint work or other defects and make the equipment ready for work to the satisfaction of the Chief Mechanical Engineer but at the sole cost of the contractor.

22. **ACCEPTANCE**

When the contractor shall have fulfilled all the requirement to the satisfaction of the Chief Mechanical Engineer, he will accept the equipment on behalf of the Board and issue a certificate to that effect.

24. **DELIVERY**

In case of contract for erection, installation and commissioning of any plant and equipment, the contractor shall deliver the plant and equipment at the site of work as specified in the specifications and the delivery of the materials and equipment shall be taken at site of work after the same has been duly erected and commissioned by the Contractor. Till such delivery, the plant and equipment shall be at the risk and cost of the contractor.

25.2 **INDEMNITY**

The contractor shall indemnify the Board/Engineer against any claim that may arise for any damage to or loss of port or injury caused to the port personnel or to any labour engaged by the contractor or in any manner connected with the execution of the contract. The port will not be responsible for any failure on the part of the contractor or his agent to take necessary measures or precautions in this regard.

26 **DUTIES AND TAXES ETC.**

The contractor shall ascertain and provide for payment of Income Tax, Excise Duty, Sales tax and other taxes, rates dues and so on as are chargeable under the laws for the time being in force in respect of contract and the contract price shall be deemed to be inclusive of all such payments.

- i) The contractor shall submit in a separate schedule to be appended to the tender documents, a complete list of all materials and equipment which he considers necessary to import into India for the purpose of the work.
- ii) The Import and Customs Duties arising from the importation into India of the approved list of such materials and equipment for the work shall be to the contractor's account.
- iii) The contractor shall be responsible for furnishing to the Customs authorities all necessary documentation of each consignment.
- iv) If after the date of tender there shall be any increase or decrease in the rates of Customs, Import duties furnished in Schedule referred to in clause 27(i) and if such increase or increases, decrease or decreases shall result in an increase or decrease of cost to the contractor in carrying out the work, the increase or decrease of cost shall form an addition or deduction as the case may be paid to or allowed by the contractor accordingly.

Provided always that the contractor shall immediately notify the Chief Mechanical Engineer of any such increase or decrease and shall produce whatever evidence the Chief Mechanical Engineer may require.

27. **ATMOSPHERIC CONDITIONS**

The climate is damp and tropical monsoon has a good influence over this area. During summer, the mean daily maximum temperature is 29.5 deg. C and the mean relative humidity 81%. During the monsoon the humidity may rise to 90.5%. The average annual rainfall is 100.75 inches.

The air is always heavily laden with saline spray and in addition very fine particles of high abrasive iron ore dust may be present at the surrounding.

28. **INSTALLATION & COMMISSIONING OF THE EQUIPMENT**

The installation and commissioning of the equipment shall be carried out by the contractor. The contractor shall depute Engineer for the commissioning/demonstration of the equipment, installation and commissioning charges, if any, shall be included in the price schedule, separately.

29. **ENGAGEMENT OF LABOUR AND COMPLIANCE WITH ALL ENACTMENT/RULES & REGULATIONS APPLICABLE TO CONTRACT LABOUR**

29.1 For the purpose of proper performance of the contract, the contractor shall engage his own labour of all categories in sufficient number as may be required for the due execution of the contract and shall abide by all laws/enactment's pertaining to Contract Labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971, Inter-State Migrant Workers Act, payment of Wages Act, 1956, Employment of Children's Act, 1923, Minimum Wages Act, Factory Act, Workmen's Compensation Act,

Employee's Provident Fund Act, 1952 and Schemes made under the said Act, Dock Safety, Electricity Department, Mormugao Port Trust, Municipality etc. or any other acts which are applicable or may be applicable from time to time. The contractor shall also comply with all laws rules/regulations/schemes which are applicable to the above cited acts or made applicable from time to time.

29.2 Also, he shall obtain at his own cost such of the licenses/clearances from the Labour Enforcement Officer, Labour Commissioner, Municipality, Police and other local agencies/authorities that may be required by law for the execution of the contract. He shall also keep the Engineer indemnified in case any action is commenced for contravention, if any, of the above said acts.

29.3 In the event of any outbreak of illness or an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirement, if any, of the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

29.4 The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

29.5 The contractor should enroll himself with the EPF / ESI code No., Address of Bank, Type of account, EFT No./Electronic clearance system, allotted should be mentioned in the bills submitted for payment. No payment will be recommended unless this code is displayed on the bills.

30. **TERMINATION OF CONTRACT**

In exceptional circumstances, the engineer reserves the right to terminate the contract and get site/area allotted to the contractor cleaned of all the materials etc. at the risk and cost of the contractor within 30 days notice, if in his opinion, it is not worthwhile to allow the contractor to continue the work due to the failure or incompetence in executing the work and in such an eventuality the engineer's decision as regards to necessary action, including but not limited to, forfeiture of security deposit and completion of the work at the risk and cost of the contractor against the contractor will be final and binding on the contractor.

31. **CONTRACT DOCUMENTS MUTUALLY EXPLANATORY**

The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and import of the specifications or drawings or as to the dimensions or the quality of the materials or the due and proper execution of the works or as to the measurement or quality and valuation of the works executed under this contract or as extra thereupon, the same shall be explained by the Engineer-in-Charge and his explanation shall be final and binding upon the contractor and the contractor shall execute the works according to such explanations, and without extra charge or deductions to from the rates and prices specified in the Bill of Quantities and Rates and shall also do all such works and things as may be necessary for the proper completion of the work as implied by the Specifications and drawings, even though such works and things are not specifically shown and described therein. In case of any accepted discrepancies, the decision given by the Engineer-In-Charge shall be final and binding upon the contractor.

32. **CONTRACTORS' EQUIPMENT**

The contractor shall be responsible for the supply, use and maintenance of all the equipment and he shall ensure that they are suitable for the work and is maintained in such a manner as to ensure their efficient working. The Employer may, if they deem fit, direct the contractor to remove from site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The contractor shall immediately follow Employer's directions/instructions.

33. **EXISTING SERVICES**

Drains, pipes, cables, overhead wires and similar services whether above or below the ground which may be encountered in the course of the works, shall be saved and kept harmless from injury and/or loss or damages by the contractor at his own costs and expenses so that they continue to be in full and uninterrupted use to the Employer. The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. The contractor shall at his own costs and expenses and without any delay repair and make good to the satisfaction of the Employer, any injury and/or loss or damage caused by the Contractor to the same.

34. **REMOVAL OF MATERIAL ON COMPLETION**

The contractor shall on completion of the works or when directed by the Employer remove all plant, equipment, tools, materials, temporary constructions etc. and rubbish which may have accumulated during the execution of the work, other than those permanently used into the works. All such rubbish or surplus materials or plant etc. which the Employer may require the contractor to remove at any time during the progress of the work shall be removed by the contractor within twenty four hours after the receipt of written notice from the Employer requiring him to remove the same. In the event of the contractor's failure or default to comply with such notice, the Employer may forthwith remove all such rubbish, surplus materials, plant etc. at the risk and cost of the contractor.

35. **FACILITIES PROVIDED BY PORT**

35.1 **ELECTRIC POWER/CRANE FACILITIES**

Electric power and crane facilities shall be provided by the Port, if required by the Contractor, with advance intimation, as per Schedule of Rates of Port.

36. **AVAILABILITY OF CONTRACTOR'S SUPERVISOR AT SITE AND PLAN OF WORK**

The contractor or his authorised representative of higher supervisory capacity shall be available at all the time at the work place and should take decisions on the spot in all the matters reported to him by the Engineer.

39. **TRANSPORT CHARGES**

All costs and charges of every description in connection with such transport hereinafter called 'Transport Charges' are to be borne by the contractor. The contractor shall comply with all

Board of Trade or M.O.T. Rules and must also satisfy the requirements of the Insurance Broker, Underwriters and Surveyors and not do anything or leave anything undone whereby the cost of the Insurance premiums is increased. Should the cost of insurance be in any way increased by the failure of the contractor to meet such requirement any such increased cost shall be borne by the contractor.

40. **COST OF DELIVERY, STORAGE ETC.**

Should it be necessary for the contractor to send any of the spare parts by a separate dispatch, the contractor shall be responsible for the cost of delivery and also for the proper packing, storage and the protection whilst on board and for their subsequent reception and landing at the Port of Mormugao and delivery to the Chief Mechanical Engineer.

41. **POWER FOR CHIEF MECHANICAL ENGINEER TO DISMANTLE AND RE-EQUIP THE EQUIPMENT IN DEFAULT OF CONTRACTOR**

After the arrival of the equipment at the Port of Mormugao, if it is necessary to dismantle the equipment and/or re-equip and make it ready in all respects for work in accordance with the provisions of the contract hereof to the satisfaction of the Chief Mechanical Engineer or shall in the opinion of the Chief Mechanical Engineer be carrying on such dismantling re-equipment and making ready for work negligently, improperly or so slowly as to cause or be likely to cause the use of the equipment by the Board to be delayed, then and in any such case the Chief Mechanical Engineer on behalf of the Board may without vitiating this contract take the equipment out of the possession of the contractor and employ

and pay any persons or workmen upon such terms as he may think fit to dismantle and re-equip the equipment and make them ready for work in accordance with the specifications of this contract and to perform any of the other obligations of contractor under this contract shall pay to the Board such a sum as shall be certified in writing by the Chief Mechanical Engineer to represent the costs and expenses incurred by the Board or the Chief Mechanical Engineer by reason or in course of the exercise of any power conferred on the Chief Mechanical Engineer's representative under this Clause or the Board may at their option deduct such sum from the contract price. Likewise, the Chief Mechanical Engineer shall also get done any repairs, alterations etc., as may be necessary to remove any deficiency found at the final trials at the Contractor's risk and cost.

42. THIRD PARTY INSPECTION AND TESTS

The Successful Tenderer shall appoint at his own cost a reputed Third Party Inspection Agency such as IRS,LRS,ABS,DNV etc, for carrying out inspection and test and also for certifying the crane is built of proven design and to the standards mentioned in the tender or otherwise. The certificate issued by the agency shall be furnished to MPT.

43. PAYMENT TERMS

The payment to the successful tenderer for installation & commissioning of the Harbor Mobile Crane under this contract shall be effected by the MPT for the contract value (Capital cost of equipment without AMC component cost) and stage wise payment shall be released out as per following stages:

Stage-I-

(i) 35% of the Basic price of Crane as at Sr A in Schedule of Prices, in EURO's will be paid upon on-board delivery of the Crane at Port of Shipment against receipt of Invoice and Shipping documents.

Stage-II-

(i) 35% of Basic Price of Crane as at Sr A in Schedule of Prices, in EURO's on receiving of the shipment at Mormugao Port Trust.

(ii) Taxes and duties will be reimbursed in INR on production of supportive documents.

Stage-III –

(i) 20% of the basic price of Crane as at Sr A in Schedule of Prices, in EURO's after Installation Commissioning and successful testing of the crane.

(ii) Unloading charges, Installation & Commissioning charges, in INR after Installation Commissioning and successful testing of the crane.

(iii) Taxes and duties will be reimbursed in INR on production of supportive documents.

(iv) Training charges and Maintenance charges during guarantee period will be paid in INR on monthly basis.

Stage-IV- 10 % of the basic price of Crane as at Sr A in Schedule of Prices, in EURO's after successful completion of Long Term Load Test in the first 6 months of guarantee period.

PAYMENT TERMS FOR AMC

1. Payment of AMC in INR will be released in 36 equal installments after satisfactory completion of maintenance service during each month subject to submission of required documents like log books, reports, data, etc.
2. Successful tenderer is liable to pay all applicable taxes, duties, levies, service tax, VAT etc. However for the tax deducted at source under income tax, the TDS certificate will be issued accordingly.

44. COMPLETION TIME:

The work of "Design, Manufacture, Supply, Erection, Testing and Commissioning of 01 no. 100T and above capacity Harbour Mobile Crane at Mormugao Port Trust" shall be completed in all respect, and within 8 months from the date of placement of the work order and receipt of the same by the contractor.

45. TECHNICAL SPECIFICATIONS & SCOPE

i) GENERAL

The Mormugao Port Trust intends to procure 01 no. 100T & above capacity Harbour Mobile Crane for installation at General Cargo Berths no 10 & 11. The crane specified shall be used for versatile operations of loading of cargo into ships and unloading of cargo from ships. The cranes shall be suitable for hook, grab and spreaders operations for handling of various cargo as detailed below.

Dry bulk- bauxite (1281 kg/m³) , Coal (833-1506 kg/m³) , MOP(1041-1201 kg/m³) & Iron ore(2.0 -2.5 T/m³).

Break Bulk – (steel & bagged cargo) - Alumina,

Other cargo -20', 40' & 45' containers.

SCOPE OF WORK

The Tenderer shall be responsible for design, manufacture, supply, and transport to site, storage at site, erection, testing, commissioning of 01 no. 100T & above capacity Harbour Mobile Crane. The crane shall work at General Cargo Berth in MPT, complete with all accessories required for loading of cargo into ships and unloading of cargo from ships.

ii) Taking over of the Crane:

Mormugao Port Trust (MPT) will take over (Phase-I) the crane after the successful tenderer has commissioned the crane after carrying out the following test/trials.

1. Operational trials of HMC using the power from diesel engine and from the external power if provided by MPT.
2. In all its motions with a load of 10% more than the specified duty.
3. With full working load, the general control and handling of the cranes will be tested to the satisfaction of the MPT & TPI (Third Party Inspection) and checks made in the specified speed must be carried out through 360 degrees & as per FEM standard. Cranes at manufacturers site shall be tested in the presence of Third Party Inspection agency acceptable to MPT.
4. Lifting capacity test:- Crane shall be able to lift 40T at 42m radius.
5. Endurance test- Crane has to be undergone Endurance Test for 24 hrs, continuous operation without any failure in three phases of 8 hrs and should generate the output as specified by the successful tenderer in their tender offer, with detail cycle time as specified, before handing over the crane to MPT.
6. Any other test conformed to the FEM latest standard, or as required by the MPT shall be carried out by the successful tenderer .

The said trials shall be at the sole expense and risk of the contractor who shall pay and discharge all costs and bear all liabilities of whatever kind arising out of the same. The contractor shall make good any damage which may arise in consequent thereof and indemnify the Board and the Chief Mechanical Engineer and their respective officers and servants therefrom and from all claims, action, suits and proceedings and all costs, charges and expenses in respect thereof or in anyway arising there from or incidental thereto.

After commissioning of the Crane the successful tenderer will have to impart training to MPT's operators and technical staff regarding the operations of the crane at MPT's site to generate specified output.

iii) Long Term Load Test:

After taking over of the Crane, the 2 years Guarantee period will start. During first 6 months of this period Ports Operator's will operate the Harbour Mobile Crane under the guidance of successful tenderer's representatives. The successful tenderer shall deploy his Technical Representatives and necessary staff for carrying out maintenance of the Harbour Mobile Crane during 2 years Guarantee period. The staff deployed shall be able to liaise with the representatives of CME. The successful tenderer will be responsible for generating the output with this Harbour Mobile crane, as specified in their tender offer, during the 6 months. The successful tenderer shall be able to do the operations of changing of spreaders hook and grab, in the time, as specified in their tender offer.

iv) GUARANTEE PERIOD AND SATISFACTORY OPERATION:

The successful tenderer shall provide free of cost maintenance of the cranes during guarantee period of 2 years. The maintenance during guarantee period covers all repairs including replacement of worn out/un-repairable components by spare ones at their own cost. The successful tenderer shall deploy his Technical Representative for carrying out maintenance of the Harbour Mobile Crane during 2 years Guarantee period. The staff deployed shall be available 24 hrs x 7 days and shall be able to liaise with the representatives of CME.

- i) The successful tenderer shall give guarantee of satisfactory operation of the cranes for a period of 24 months (2 years) from the date of taking over the crane in satisfactory working condition by Mormugao Port Trust. During the guarantee period, the successful tenderer shall post adequate skilled staff and supervising engineers to ensure that running maintenance including rectification of fault/defects noticed during operation together with grabs are attended to and the cranes remain available and perform to the satisfaction as per the tender requirements. The successful tenderer shall arrange all tools, tackles and precision instruments for carrying out the repair/maintenance work. In case the requirement of crane for any repair/maintenance work, which can be attended by any adjacent MPT cranes, the same will be provided Free of Cost, subject to availability. Whereas if the crane facility required is such that outside crane of adequate features is required the same will be arranged by the successful tenderer at his cost.
- ii) The guarantee shall be enforceable from the date of taking over of the cranes. The successful tenderer shall be responsible for any defects that may develop under proper use arising from inferior materials, faulty design and poor workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer-in-charge who shall state in writing in what respect any portion is faulty.
- iii) During the guarantee period if any of the spares from stock provided with the crane is used by the successful tenderer, the same shall be replenished within reasonable period. On completion of guarantee period complete inventory of spares supplied with crane should be available for AMC.
- iv) Procurement, stocking and use of maintenance spares as well as consumables like wire ropes, switchgears, seals, bearings, hoses, filters, filter elements, filter mats, breathers, breather elements, wiper blades, brake liners, consumable like lubricating oil, greases, electric lamps/luminaries/chokes etc. required for satisfactory performance during guarantee period is the responsibility of successful tenderer. Mormugao Port will only supply fuel (diesel) required for operation of the crane.
- v) During the guarantee, successful tenderer has to give assured availability of crane, not be less than 95% of total hours per month. However, if requisite availability of 95% is not achieved, the successful tenderer has to pay penalty, which shall be computed as under:
- vi) 95% availability of each crane shall be computed on monthly basis. Any shortfall in availability of each crane shall attract, penalty of Rs.1,000/- per hour (short fall hours) per crane for that month. Penalty will not be charged for breakdown hours, either in full or part thereof, if the same spills in the idle time of the crane or falls in the idle time of the crane.
- vii) The successful tenderer shall Prepare and submit to the owner, 6 months before the expiry of guarantee period, a mobilization plan including Staffing, Materials Management Plan (MMP), Maintenance Management Plan covering conditions of monitoring techniques, list of spares required and existing.

- viii) The successful tenderer shall review quantity in stock and adequacy of spares at the end of guarantee period and arrange to procure the required spares.
- ix) The Guarantee period also includes the preventive maintenance to be carried out by the contractor as per the schedule of maintenance of the manufacturer, which is inclusive of spare parts & consumable required for maintenance at his cost.
- x) The Maintenance schedule of 12 days in a year subject to approval of the EIC, looking into cargo operation and decision given for crane under maintenance will be at employer's discretion. However, the contractor shall carry out maintenance of crane in idle hours also. During these 12 days maintenance period will not be considered as a penalty and this left out maintenance period at the end of each year will not be carried forward to the next year and it will be lapsed. This maintenance 12 days period will be applicable during guarantee period and AMC Period also but it is only for carrying out scheduled preventive maintenance and not for break down maintenance during the guarantee period.
- xi) In the event the contractor fails to supply the Mobile Harbour Crane due to any defect, the free time period for breakdown maintenance shall be as under:

Period of crane life	Type of break down	Free period Per year
For the 2 years Guarantee period and 3 years AMC period	Minor	1 day
	Major	5 days

The type of break down as "minor" or "major" shall be decided by Chief Mechanical Engineer, MPT and the decision shall be binding on the contractor. If the defect is not rectified within the said free periods as above there will be a penalty as per clause (vi) 'Guarantee Period and satisfactory operation' thereafter. The day will be reckoned from morning 7.30 AM to next day 7.30 AM for the above purpose.

- xii) The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- xiii) Upon receipt of such notice, the Contractor shall within the period specified by MPT, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Employer.

v) ANNUAL MAINTENANCE CONTRACT (AMC):

After successful completion of the guarantee period of 2 years, the successful tenderer shall have to enter into Comprehensive Annual Maintenance Contract (AMC) for the next successive 3 years with Mormugao Port Trust and accordingly, the Tenderer has to quote the charges as per schedule of rates for the Annual Maintenance Contract. This Comprehensive Annual Maintenance Contract (AMC) covers all repairs including replacement of worn-out/un-repairable components and consumables at bidders cost. Successful tenderer's technical representatives duly skilled and qualified, should be present 24x7 and on all days at MPT site, during the entire maintenance contract period of 3 years.

The successful tender shall be responsible for the following during the AMC period,

- i) Replacement of spares required for maintenance/ faulty spares/components, consumables during the tenure of Guarantee period and AMC period will be at contractor's account
- ii) Consumable like Cotton-waste, Soap, Cleaning cloths, Detergent, Solutions, Taps, Anti- corrosion-fluid, cleaners, Liquid, CTC, Lub. Oil, Grease, Hyd., oil, lamps, luminaries, chokes, fuses etc., shall be included in the AMC. M.P.T will only supply fuel required for operation of the cranes, except that no other material will be supplied.

- iii) Sufficient stock of necessary spares like Filters, V-belts, valve seals, Hydraulics seals, Hydraulic Hoses, Oil separators, oil seal kit etc. required during the preventive, breakdown maintenance shall be included in the AMC
- iv) Successful tenderer shall carry out all Preventive Maintenance as the Manufacturers Service Schedule/Maintenance plan. The Maintenance shall be carried out as per the Manufacturers standard procedure and according to the instruction manuals. The crane has to be cleaned externally and internally by proper means, at least once in a month.
- v) Successful tenderer has to keep and submit all records of the daily/preventive/breakdown inspection and maintenance of Mobile Harbour Crane and end of each month the successful tenderer will submit the computerized log book, record of maintenance, formats duly filled up as required by the MPT.
- vi) Recognize that all the assets covered under AMC system, tools, test equipments, manuals and other documents which are handed over to MPT while taking over/handing over of the cranes will be the property of the owners and not to dispose without the approval of the owner or any of the properties of the owner, unless such property shall be of no material value and not required for the AMC.
- vii) Review to update maintenance plans periodically, with intimation to owner and refrain from using cranes for purposes other than handling cargo at berths and to and from ships without prior intimation and permission of the owner
- viii) Install, run and update computerized inventory and maintenance control systems
- ix) Establish emergency procedures, which shall include action during cyclone, fire, natural calamities and such exigencies etc
- x) As per requirement, calibrate and set meters, safety devices, protection devices, measuring instruments, gauges etc. periodically to ensure accuracy
- xi) Make the cranes available timely for inspection by owner or other competent authorities
- xii) Critical Spares shall be restored to original level at the time of completion of AMC or termination due to unsatisfactory performance
- xiii) Assets handed over to the AMC successful tenderer for any improvement in operation shall revert back to owner free of cost, subject to normal wear and tear
- xiv) The successful tenderer shall engage duly qualified team (skilled and unskilled), any sub successful tenderer, etc, required for carrying out maintenance comprising of atleast one engineer apart from others. The successful tenderer has to post enough staff so that the cranes are looked after properly round the clock, the employer has got the right to request the successful tenderer to increase the staff if not found sufficient. The contract Engineer will report to the Engineer In Charge for day to day activity.
- xv) The responsibility of the AMC Successful tenderer includes procurement, stocking and use of maintenance spares as well as consumables required for satisfactory performance.

vi) STANDARD AND DESIGN PARAMETERS

1. The Mobile Harbour Crane shall be designed for continuous heavy-duty operation for 24 hours per day throughout the year.
2. The Mobile Harbour Crane shall be designed, built and tested to comply with the latest requirement of International/National standards.

The successful tenderer shall submit a certificate of compliance of standards from a competent authority acceptable to MPT.

vii) DESIGN REQUIREMENTS

Operating characteristics.

<i>GENERAL SPECIFICATIONS OF MOBILE HARBOUR CRANES</i>		
<i>TECHNICAL DATA</i>		
Sr. No.	Specific requirements and parameters	Data
1.	Capacities.	100 T Minimum
2.	Throughput per day for Dry Bulk cargo	10,000T minimum
3.	Drive System	Diesel Electric / Diesel Hydraulic
4.	Lifting capacity	40T minimum at 42 radius
5.	Max. Outreach Min. outreach	46 to 48 mtr. 10.5 to 11 m
6.	Hoisting height	41m to 45 m
7.	Height of Boom Fulcrum	17m to 18m
9	Visual height of crane operator.	20 m to 24 m
10.	Grab operation	4 rope grab, max weight of grab shall not exceed 14T. The grab shall be suitable for handling coal. The same grab will be utilized for handling MOP and bauxite by using spill plates if found feasible by the Crane Manufacturer.
11.	Working speeds.	All crane movements (except traveling) must be carried out simultaneously during crane operation at maximum possible speed and as per standard tolerance limit.
12.	Hoisting & lowering speed.	0-120 m/min
13.	Luffing speed.	0-85 m/min.
14.	Traveling speed.	Upto 5 km/h
15.	Slewing speed	Up to 1.6 rpm
16	Possible operating hours without refilling the fuel tank	More than 120 hrs
17.	Climbing ability.	5% in longitudinal direction & 2% Transverse direction
18	Quay Load arrangement	Uniformly distributed load- 5.0T/m ² max Maximum Load per tyre – 20T
19	Stabilizing Pad Area Stabilizing pad size	20 m ² minimum Preferably 11m x 1.8m.

20	Environmental conditions:- Temperature. Humidity (Relative) Atmospheric condition.	Average temperature is 29.5 deg. 81% & 91% during monsoon Dusty, saline, humid & corrosive.
21	Lubrication System	Automatic Central Greasing System over manual provision.
22	Fire Protection System	Fire Alarm System and Fire Fighting System for machinery room and electric compartment
23	Communication System	Telephone in the tower cabin, machine and switch rooms. Goose neck microphone, amplifier and marine loudspeaker on the cabin
24	Anemometer	A wind anemometer shall be provided at the top of the crane.
25	Painting	The Painting of the crane shall be as per the standard proven design of Manufacturer.
26	Television Monitoring System	To assist the crane operator working in hatches or in ship cells the crane should be equipped with a colour television camera installed on the boom tip and a monitor placed in the tower-cabin. For best vision the camera shall be equipped with zoom and focus controlled by the operator.
27	TEXT DISPLAY UNIT AND PROGRAMME LOGIC CONTROLER.	One display unit shall be installed on the operation desk in the cabin. The display unit shall serve to provide necessary information required to the operator in English.

28	Control System	Control and management system shall be electronically developed. The main features of this control system are crane control, load moment limitation and indication, engine management and monitoring of the whole crane function using a large, hi-contrast display. A complete error management system shall be built-in for fast fault diagnosis. Data logger PDE (data recording system) with PC-memory-card (PCMCIA) and printer. Machine data recording MDE, Machinery and component data. The control system should be able to record and display all the weights of cargo handled on daily basis, also showing the 'Tons per day' & 'Tons per hour' handled. The HMC shall also have a Control System which will automatically compensates for rotational, longitudinal and transverse sway of the load, thereby anticipating the effects of any side load including wind.
29	ELECTRICAL INSTALLATION STANDARD	All electrical installation shall comply with IEE or equivalent for Electrical installation. All installation shall be made with regards to safety of persons in the proximity of exposed terminals.
30	Protective Housing	A protective housing of ample size to adequately accommodate all items of hydraulic / electric and mechanical equipment shall be provided.
31	Quality	The manufacturer's cranes must be the result of continuous quality assurance and quality control at all stages of design, production and after-sales service. The quality system has to be certified by authorized authority to confirm to the quality standard ISO 9001: 2000.
32	STATUTORY REQUIREMENT	The Mobile Harbour Crane shall be developed, designed, manufactured and delivered according to the international Regulations for safety such as F.E.M / DIN / VDE / IEC / ISO etc.
33	Operations:	<ul style="list-style-type: none"> - Bulk Handling Grab - Container handling with spreader systems - General Cargo Handling - Handling of Heavy Items
34	Power Booster:	The HMC shall be equipped with a power boosting system, which will use the reverse power during lowering operations to reduce cranes fuel consumption and also increasing the cycle time.
35	E-Drive system	The HMC shall be able to operate using power from external source from the land.

On the basis of the above design parameters the tenderer shall specify the output of the crane in ` tonnage handled per hour` and further shall specify the grab size required for this output. The grab shall have spill plates if found feasible by the crane manufacturer. In the Technical Bid , the cycle time details for different cargo's should be submitted for the offered crane.

The successful tenderer shall deploy his Technical Representative for carrying out maintenance of the Harbour Mobile Crane during 2 years Guarantee period. The staff deployed shall be available 24 hrs x 7days and shall be able to liaise with the representatives of CME.

viii) COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT INCLUDING THE COST OF SPARES

1. DEFINITION

The comprehensive annual maintenance contract means that the successful tenderer has to carry out preventive maintenance of crane and accessories (as per the manufacturers schedule) and breakdown maintenance if any, inclusive of supply of spares and labour, as per the quoted cost for three years from the date of satisfactory completion of the guarantee period of 2 (Two) years.

2. CONTRACT PRICE

The rate for the AMC shall be quoted in Indian rupees as in the price bid document for 3 years from the time of commencement of AMC and remain frozen and will not be subject to any escalation for any reason whatsoever. The contract price for AMC shall be in Indian Rupees

The Employer may extend the contract for further period of two year on the same terms and conditions at the sole discretion. In such case Successful tenderer shall extend the validity period of Bank Guarantee for further two years.

3. PERFORMANCE GUARANTEE

Successful tenderer shall submit Bank Guarantee from a Nationalized/scheduled Bank or International Bank permitted by RBI to operate and having branch in India, for 10% of Pro-rata annual Contract Price.

4. CONTRACT AGREEMENT

Successful tenderer shall enter into agreement for carrying out AMC for a period of 3(three) years at the time of taking over the equipment by the employer.

The successful tenderer shall carryout all the functions as per the provisions of the agreement & in accordance with the laws of the Government of Goa, wherever applicable as well as Major Ports Act, Dock Safety Rules and Regulation and all other applicable laws, rules and regulations from time to time and in accordance with prudent work practices

MORMUGAO PORT TRUST
FORM OF TENDER

(Notes: Tenderers are required to fill up all
the blank spaces in this Tender Form and Appendix)

To,

Gentlemen,

1. Having examined, General Conditions, Special Conditions, Technical Specifications and Schedules for the manufacture of the above named works, we, the undersigned, offer to execute complete and guarantee the whole of the said work in conformity with the said General Conditions, Special condition, Technical Specifications and Schedules for the sum indicated separately in the Schedule of Price submitted in sealed cover No.2.

2. We undertake, if our Tender is accepted, to complete and to deliver the whole of the work comprised in the contract within ____days, calculated from the last day of the aforesaid period in which the work is to be commenced.

3. In the event of my/our tender being accepted, I/We undertake to deposit 10% value of the contract within 14 days of being intimated of the acceptance of the tender failing which the earnest money as mentioned above may be forfeited to the Board.

4. In the event of my or our tender being excepted, I/We also agree to enter into an agreement, to be prepared at my/our cost incorporating the annexed conditions of the contract and specifications with such additions and alterations thereto which may be necessary to give effect to the acceptance of this tender, failing which, the Board shall be entitled to forfeit the deposit of 10% of the value of the contract referred to in para 3 above.

5. We agree to abide by this Tender for the period of six months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. We have deposited as Earnest Money with the Board's FA&CAO, Rs._____ vide enclosed receipt No._____ dated _____ or Bank Guarantee no _____ dtd _____ from _____ bank.

We further agree that if we withdraw the tender before the expiration of this period of six months or fail to execute an agreement in the form prescribed within reasonable time, the Earnest Money deposited shall be forfeited to the Board.

6. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

Place:

Signature of authorised
Representative and Official seal

Date:

APPENDIX

TENDER NO. CME/PD/VIII/2011

- i) Name of the Work : Design, Manufacture, Supply, Erection, Testing and Commissioning of 01 no. 100T and above capacity Harbour Mobile Crane at Mormugao Port Trust, including AMC for the period of 3 years commencing after expiry of guarantee period of 2 years
- ii) Earnest Money Deposit : Rs. 60,00,000/-
- iii) Amount of security deposit : a) 10% of value of contract.
b) 10% of Pro-rata Annual Contract Price.
- iv) Time for Completion : 8 months from the date of receipt of order.
- v) Amount of liquidated Damages for delay : 1% of the contract value per week of seven days or part thereof subject to the ceiling of 5% of the contract value.
- vi) Period of Guarantee for equipment : 24 months from the date of commissioning of Crane.
- vii) Terms of Payment : As per payment terms
- ix) Time within which payment to be made : All payments will be made within 30 days from the receipt of bills provided bill is undisputed. Bill should indicate PAN/EPF/ESI Code No. Address of Bank, Type of Account, EFT No./ Electronic clearance system.

Dated this _____ day of _____ 2012

Signature _____ Name _____ in
the capacity of _____ duly authorised to sign tender for and on behalf of

(IN BLOCK LETTERS)

Signature of Witness _____

Name of witness _____

Occupation of witness _____

SCHEDULE NO. 1

EXPERIENCE

Name of work :

Tenderers must fill in the under-noted columns.

Sr. No.	Full particulars of similar or such kind of works carried out by the tenderer	Value of the work (Rs.)	Completion time as stated in tender	Actual completion time	Name & authorities for whom work was carried out
(1)	(2)	(3)	(4)	(5)	(6)

Place:

Date:

Signature of authorised
Representative and rubber
Stamp (seal) of the firm

P.S.:

Tenderers should enclosed copies of work orders and performance certificate for having carried out the work satisfactorily.

SCHEDULE NO. 2
ORGANISATION CHART

Tenderers is to indicate the following:

Designation of Key personnel	Name and short resume of experience
---------------------------------	--

Details of Technical Representatives to be deputed to MPT during guarantee period and AMC period.
(Name, Qualification, Experience, Skill)

Signature of authorised
Representative and Official seal

SCHEDULE NO.3

STATEMENT OF DEVIATIONS

The tenderer shall indicate in the format given below the deviations(s), if any, he proposes against specific clause. It is to be noted that in case no deviation is listed herein, it shall be considered that the tenderer has agreed to comply with all the requirements of the Tender Documents.

Proforma for statement of Deviations

<u>Clause No. & Page No.</u>	<u>Deviation</u>	<u>Remarks(including justification)</u>
--------------------------------------	------------------	---

Note: Where there is no deviation, a statement "No Deviation" shall be made, duly signed and enclosed with the tender.

Signature of authorised
Representative and Official seal

SCHEDULE NO. 4

List of 2 years spares for trouble-free operation to be indicated and unit price of the spares to be indicated in price cover II

Sr. No.	Description	Qty.
---------	-------------	------

Signature of Tenderer
With official rubber stamp.

MORMUGAO PORT TRUST

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ Two thousand _____ between the Chairman of the Port of Mormugao on behalf of the Trustees of Port of Mormugao, a body corporate under the Major Port Trusts Act, 1963 (hereinafter called the "Board" which expression shall, unless excluded by repugnant to the context be deemed to include their successors in office) of the ONE PART and M/s _____ having its office at _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the OTHER PART.

WHEREAS the Board is desirous that certain work should be done viz. _____ for Mormugao Port and had accepted a Tender by the contractor for the execution, completion and guarantee of such work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement .

- | | |
|------------------|---|
| (a) Annexure-I | i) Instructions to tenderers
ii) Conditions of Contract (General & Special) |
| (b) Annexure-II | i) Technical Specifications |
| (c) Annexure-III | i) Form of Tender
ii) Schedules |
| (d) Annexure-IV | i) The said Tender |
| (e) Annexure-V | - Letters exchanged between the Engineer & the Contractor up to date of award of Contract.
- All additional drawings, specifications & written instructions when issued by or approved in writing by the Engineer. |

3. In consideration of the payment to be made by the Board to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Board to execute, complete & guarantee the work in conformity, in all respects, with the provisions of the Contract.

4. The Board hereby convenants to pay the Contractor the Contract Price, in consideration of the execution, completion and guarantee of the work at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties have hereunto set their respective hands and seals the day and year first above written.

THE COMMON SEAL OF THE BOARD WAS }
HEREUNTO AFFIXED AND THE CHIEF } CHIEF MECHANICAL ENGINEER
MECHANICAL ENGINEER THEREOF, } MORMUGAO PORT TRUST
SIGNING IN THE PRESENCE OF :

i) _____

ii) _____

SEALED AND SIGNED BY THE }
CONTRACTOR IN THE PRESENCE } CONTRACTOR
OF :- }
}

i) _____

ii) _____

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(to be used by approved scheduled bank)

1. In consideration of the Board of Trustees , Mormugao Port Trust (hereinafter called 'the Board') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of Agreement to be entered between _____ for _____ (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank _____ guarantee for Rs. _____ (Rupees _____ only), we _____ Bank Ltd., (hereinafter referred to as 'The Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by the Board by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We, _____ Bank Ltd., 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 cause to or would be caused to or suffered by the Board by reason of any breach by the said Contractor(s) 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 regards the amount due and payable by the Bank under Guarantee. However, out liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We, _____ Bank Ltd., 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 the virtue of the said agreement have been fully paid and its claim satisfied or discharged and till the Board certifies that the terms and conditions of the said agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharged the Guarantee, unless a demand or claim under this Guarantee is made on us in writing on or before three months from the expiry date i.e. three months from _____ we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank Ltd. further agree with the Board that the Board shall have the fullest liberty without our conceit and without affecting in any manner our obligations hereunder to vary any terms and conditions of the said agreement or to extent time of performance by the said Contractor (s) from time to time or to postpone for any time to time any of the powers exercisable by the Board against the said Contractor(s) and to enforce or forbear any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons 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.

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

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

7. We, _____ Bank Ltd., lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Board in writing.

Dated this _____ day of _____ 2011 .

For _____ Bank.

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FORM OF BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT

(To be used by approved nationalized/scheduled Banks mentioned in schedule/II of RBI Act 1934)

In consideration of the "Board of trustee of the Port of Mormugao (hereinafter referred to 'Board' which expression shall include its successors and assigns), on the first part and M/s. _____ of _____ (hereinafter referred to as the 'Bidder' on the second part). The Board having agreed to accept the Earnest Money Deposit of Rs._____in the form of Bank Guarantee, for the tender for the work of _____ We hereby agree to pay the Board on receipt of its demand a sum of Rs._____ (Rupees _____) and that this guarantee will expire on _____. In the event of the bidder withdrawing his tender before the expiry of 180 days from the last date of submission of the tender , the tender shall be cancelled and the earnest money deposited by the bidder forfeited to the Board and it is agreed that except as specifically stated herein before we accept no liability to make payment to the Board in respect of any default by the bidder in submitting his tender and also undertake not to revoke this guarantee during the currency of the above mentioned period of 180 days except with the previous consent of the Board in writing and we further agree that our liability under the Guarantee shall be deemed to have agreed to any such variation notwithstanding anything contained in the foregoing, Our liability under this guarantee is restricted to Rs._____ (Rupees_____). Our guarantee shall remain in force till _____. Unless a demand under the guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

Dated _____ this _____ 20__.

For the Bank of

ACCOUNTANT

AGENT/MANAGER