

MORUMUGAO PORT TRUST
An ISO 9001:2008 Port
GENERAL ADMINISTRATION DEPARTMENT
HEADLAND, SADA- GOA - 403804

TENDER NOTICE NO.GAD/WEL/8-A/2011

Tender Work : Hiring of 4 Midi semi luxurious Buses of Ruby/Sutlej/ACGL/
TATA coach of Brand New **Model 2011** for a period of
5 (five) years.

Sale of Tender : 22/08/2011 to 19/09/2011 upto 15.00 hrs

Last Date of Submission : 20/09/2011 upto 15.00 hrs

Opening Date Technical Bid : 20/09/2011 at 15.30 hrs
(Cover No.1)

Tender Document can be downloaded from our website www.mptgoa.com

Place : Headland Sada
Date : 17/08/2011.

Sd/-
(R.P. Paibir)
SECRETARY

**MORUMUGAO PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
HEADLAND, SADA – 403804 GOA
TELEPHONE NO. (0832) 2521120 FAX NO.(0832) 2521125**

NOTICE INVITING TENDER

TENDER FOR HIRING OF 4 MIDI BUSES

Tender in two cover system in duly sealed cover, superscribed with “**TENDER FOR HIRING OF MIDI BUSES**” is invited from experienced & reputed transport operators, firms or individuals who are registered owners for hiring of 4 Midi semi luxurious Buses of Ruby/Sutlej/ACGL/TATA coach of Brand New **Model 2011** for a period of 5 (Five) years for which the successful tenderer shall be given 90 days time to procure and deploy the buses from the date of Award of Contract.

Tender documents towards hiring of Midi semi luxurious Buses would be issued only to reputed firms or individuals who are registered owners and are presently owning at least 2 (two) Midi Buses of model not earlier than the year 2005.

Tender documents in two sets can be obtained on all working days from the Cash Section, Financial Adviser and Chief Accounts Officer, Mormugao Port Trust, Headland Sada, Goa, Telephone No.(0832) 2521130 & Fax No.(0832)2521135 **from 22/08/2011 till 19/09/2011** on payment of **Rs.2,500/-** (non-refundable) for which Original Cash Receipt will be issued.. The tender document is also available on the Mormugao Port Trust’s website “www.mptgoa.com”. Those who desire to download the tender documents shall send alongwith their bids, non-refundable tender fee as specified above towards the cost of tender documents in the form of Crossed Demand Draft in favour of "Financial Adviser and Chief Accounts Officer, Mormugao Port Trust" payable at Vasco-da-Gama, Goa. Tender which are not accompanied with the demand draft as specified above or Original Cash Receipt will be summarily rejected.

Earnest Money Deposit of Rs.50,000/- for each midi bus in form of Demand Draft / Bank Guarantee from any Nationalised Bank(s), issued in favour of "Financial Adviser and Chief Accounts Officer, Mormugao Port Trust" payable at Vasco-da-Gama, Goa should be submitted with the technical bid (first cover). Tender received without Earnest Money Deposit shall not be considered.

Tender completed in all respect should reach the Office of the Secretary, Mormugao Port Trust, Administrative Office Building, 3rd Floor, Headland Sada, Goa - 403804, **latest by 15:00 hrs on 20/09/2011**. Tender would be **opened at 15:30 hrs** on the same day in the presence of attending tenderers or their authorised representatives in the office of Secretary

The Port Administration reserves the right to accept or reject any tender without assigning any reasons whatsoever.

Sd/-
(R.P. Paibir)
SECRETARY

Place: Headland, Sada
Date : 17/08/2011

MORMUGAO PORT TRUST
TENDER NO. GAD/WEL/8-A/2011
INTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDER UNDER DUAL
COVER SYSTEM

1. Tender forms are not transferable.
2. The validity of the tender offered shall hold good and be firm at least for one year from the date of opening of the tender. The tenderer shall not be entitled during the said period of validity, to revoke or cancel his tender or vary the tender given or any item thereof. In case of tenderer revoking or cancelling his tender, varying any terms in regard thereof, the earnest money paid by the tenderer alongwith the tender shall be forfeited.
3. The rates quoted must be filled in ball pen only, both in figures and words in the form of Tender.
4. Any corrections to the rates shall be duly attested by the Tenderer's signature thereon. In case the rates quoted in figures and words are not identical the lower of the two rates, either entered in figures or words shall be deemed as the rate quoted for the purpose of tender.
5. The tender shall conform to the conditions and specifications stipulated in the tender documents. Any tender which includes any deviation from the specifications indicated in Tender Documents or which contains any other conditions of any sort whatsoever shall be liable for rejection.
6. The EMD will be refunded to the unsuccessful tenderer (s) after signing of agreement by the successful tenderer.
7. In the case of a tenderer whose tender has been received and opened on behalf of the Board, withdrawing such tender before the final decision or in the case of a tenderer whose tender has been accepted but who fails to execute the Agreement within 10 days after such acceptance made known to him, the Earnest Money deposited by such tenderer shall be forfeited and in the later case, the tender also shall be treated as cancelled.
8. Until such time the Contract Agreement is prepared and executed, the conditions of contract, specifications and tender together with the acceptance thereof shall govern the rights and obligations of the contractor and the Board.
9. Tenderer should submit their tenders in dual cover system duly sealed. Unsealed Tender shall not be accepted. The cover should be subscribed with "**TENDER FOR HIRING OF MIDI BUSES**".
10. Both the sealed covers i.e. cover No.1 and the cover No.2 as explained in **clause 35** of the tender conditions shall be submitted on or before the stipulated time and date.
11. The tenderer should submit the full tender document in original as his offer which should be signed by him on each page. All entries should be legible and made by pen failing which, the tender shall be rejected summarily.
12. The Notice Inviting Tender shall form part of the contract document.

**TENDER CONDITIONS FOR HIRING OF BRAND NEW FOUR
MIDI BUSES FOR MORMUGAO PORT TRUST**

1. Mormugao Port Trust desires to hire 4 midi semi luxurious buses of Ruby/Sutlej/ACGL/TATA coach of Brand New Model 2011 having certified seating capacity of not less than 25 passengers and having facility of closed doors to provide transport for the employees and the school / college going children, CISF personnel at assigned schedules, for a period of 5 (Five) years.
2. Only reputed transport operators, firms or individuals who are registered owners and are presently owning at least 2 (two) midi buses of model not earlier than the year 2005 and having seating capacity not less than 25 passengers are eligible to submit their tenders. Tenders from aforesaid, not owning buses as specified above would be rejected outright. The intending tenderers would have to produce original Certificate of Registration and valid Motor Insurance pass book/policy in respect of such buses as documentary evidence of ownership of such buses. No other documents would be accepted as proof of ownership of buses. The buses should meet pollution control norms Mormugao Port Trust will not take any responsibility of violation of traffic rules by the driver/conductor of the buses
3. The successful tenderer shall be given 90 days time to procure and deploy the new Model 2011 onwards buses from the date of issue of Award of Contract. The uniform paint color combination to the new buses shall be informed at the time of issuing Letter of Intent. All the buses should have the emblem of Mormugao Port Trust and should have the wording on the buses as ON CONTRACT CARRIAGE PERMIT TO “MORMUGAO PORT TRUST” and allotted size of bus numbers painted on the front and back side glasses of the buses.
4. After receipt of the Letter of Intent from Mormugao Port Trust, the successful tenderer after procuring buses and before commencement of the contract would have to obtain contract carriage permits for the buses, to the effect that he would be hiring them to the Port Trust. Further, the contractor would also have to produce original Registration Certificate, Motor Insurance pass Book, Fitness certificate, Tax Book, passenger Tax Book of the buses which would be hired to the Mormugao Port Trust in which it should be clearly indicated that the bus is certified to carry not less than 25 seating passengers. Besides, the contractor would have to obtain comprehensive Insurance cover for not less than 25 passengers in respect of the buses.
5. In case the successful tenderer fails to produce the above said contract carriage permits and the registration certificate, fitness certificate, tax book, passenger tax book, motor insurance pass book, as specified above, in respect of the buses prior to commencement of the contract, the letter of intent would be cancelled forthwith and the Earnest Money deposited by such tenderer shall be forfeited.

6. The buses fulfilling all conditions stipulated in clause 4 and such approved buses would be permitted to operate for the Mormugao Port Trust during the contract period and in case, the contractor desires to substitute any of the approved buses this should be done only after obtaining prior approval from the Secretary, Mormugao Port Trust.
7. In case, any of the buses are required to be substituted, the substituted buses should conform to the tender specifications and buses not conforming to the tender specifications would not be permitted to operate and deployment of buses not conforming to tender specifications and without prior approval would amount to breach of tender conditions and hire charges of such buses will be disallowed.
8. No bus shall be used unless it is fitted with doors which can be closed.
9. In case of failure of any bus, it shall be the sole responsibility of the contractor to make alternate arrangements by deploying a substitute bus which shall also conform to the tender specifications to carry out the scheduled trips and the contractor should furnish to the Secretary, Mormugao Port Trust the registration number alongwith the other relevant documents of the substituted bus. Failure on the part of the contractor to make such alternate arrangement would entitle MORMUGAO PORT TRUST to get the scheduled trips performed at the risk and cost of the contractor. Besides, penalty charges shall be recoverable at the rate of Rs.1000/- per trip from the bills of the contractor and in addition to recover double the expenditure incurred for making alternate arrangement from the contractor's bill. Such arrangements should be done with the approval of the Secretary, Mormugao Port Trust.
10. Every bus should be provided with a qualified driver and a qualified conductor by the contractor and it shall be the responsibility of the contractor to operate the buses with due diligence and care. The contractor shall provide 3 sets of khaki uniform to all the bus drivers, conductors / cleaners once in a year. In case the drivers / conductors deployed on the buses are found without uniform / half uniform a fine of Rs.500/- per day, per head, per default shall be recovered from the contractor's bill. They should fulfill the following conditions:-
 - (i) The bus drivers should have a minimum of 5 years' experience of having badges with clean record.
 - (ii) There should be a qualified conductor on board. Such qualified conductors having badges should attend to the children travelling in the bus with due care.

In case if any Driver engaged on the buses found without above mentioned experience and Conductor without badges shall be penalised @ Rs.500/- per day, per driver & per conductor and same shall be recovered from Contractor's bill.

11. It shall be the duty of the contractor to ensure the safety of the school going children in the bus and verify passes issued by MPT to passengers to travel in the bus, cleanliness of the buses shall be ensured including that of seats, cushions etc.
12. It shall be the duty of the contractor not to allow any persons to board the buses without valid school identity cards / tickets/ passes issued by the Port Administration. The bus shall not take any other persons / children who do not possess school/college identity cards or bus passes and tickets issued by the Port Administration. If it is found that any unauthorised person is travelling in the bus a sum of Rs.500/- per person for each occasion shall be imposed as fine and this amount shall be recovered from the contractor's bill.
13. It shall be the responsibility of the contractor to collect casual bus passes/ marketing bus tickets and check monthly permanent passes issued by Mormugao Port Trust and also ensure that no unauthorised persons travel in the buses. The tickets / passes collected from each bus should be bundled trip-wise and submitted daily to the Welfare Officer in the General Administration Department.
14. The successful tenderer should have his own office for the purpose of his transport business within the locality of Port town and he shall invariably report to Welfare Section daily or he should authorise a qualified representative who shall be capable of taking decision and to act upon the instructions given by the Dy. Secretary (IR), Welfare Officer/GAD.
15. Each midi bus would be allotted specific schedule and the bus would have to strictly operate daily according to the prescribed schedule timings. **Deviations or operations** of buses from specified schedule is not permitted and any such act would be penalised by way of penalty @ Rs.500/- per fault, besides the same would be construed as breach of contract.
16. The contractor shall be responsible to carry out the 'schedule trips' and any additional trips which may also be ordered by the Secretary, Mormugao Port Trust, from time to time. Failure on the part of the contractor to carry out any of the 'scheduled trips' would amount to breach of contract and the Mormugao Port Trust shall be free to terminate the contract forthwith and impose a penalty of Rs.1000/- for every such occasion and in addition recover double the expenditure incurred for making alternate arrangements from the contractor's bills.

17. The Secretary, Mormugao Port Trust shall have the right to amend / alter the prescribed 'schedules' from time to time according to the convenience of the Port and the contractor would be required to adhere to such changes made in the prescribed schedule.
18. The cost of the fuel, tyre, maintenance, insurance, and all other taxes in respect to the buses and payment of salary to the staff deployed such as drivers, conductors, cleaners, etc. on the buses shall be borne by the contractor and the salaries should be disbursed by crossed cheque in the presence of Port officer or official deputed by the Secretary. The Port shall not be responsible for any labour disputes arising between contractor and the staff deployed on the buses. However, the service tax as and when applicable and paid by the contractor for the service rendered to the Port shall be reimbursed by the Port Administration on production of proof of payment and valid Service Tax Registration Number issued by the concerned authority.
19. The responsibility for maintaining the midi buses in fit condition as required under Motor Vehicle. Act, compliance to Regional Transport Authority's specifications and to the satisfaction of Port Administration shall be that of the tenderer.
20. The Mormugao Port Trust shall not be liable in any way for any loss, damage, injury to any person or property caused by the buses while performing scheduled trips for the Mormugao Port Trust.
21. The Tenderer shall maintain a log Book (which would be supplied by the Port Administration) for each of the buses indicating therein mileage covered / meter readings daily on each trip as per the prescribed schedule. The opening and closing meter readings for each trip are to be recorded in the Log Book in respect of each midi bus and such milometer recording should tally with log book maintained by the tenderer and that milometer reading of the respective buses.
22. In case, the midi buses are not required on any day, 24 hrs. advance notice would be given to the tenderer by the Secretary, Mormugao Port Trust or his representative.
23. The Mormugao Port Trust shall have full right to enforce and check compliance that the tenderer is adhering to the clauses of the Agreement / Tender conditions and for this purpose any official authorised by the Secretary, Mormugao Port Trust shall be free to board and check any of the buses deployed by the tenderer and no hindrance should be caused to such officials for discharging their duties. Any hindrance caused would be considered as breach of contract.

24. The tenderer shall pay the ESI/EPF/Bonus/Workmen Compensation and all other dues of the drivers, conductors and cleaners employed in the buses as laid down under the Contract Labour (Regulation & Abolition) Act 1970 or any other acts that the government notifies from time to time. The tenderer shall produce the remittance proof of monthly subscription of ESI/EPF in respect of the staff deployed by them and produce the receipt to this office every month, failing which the bills will not be released for payment. Tenderer will strictly observe all the rules and regulations as applicable under various laws and pay the minimum wages to all his drivers, conductors and cleaners as mentioned under Minimum Wages Act. Tenderer will obtain necessary licence under Contract Labour (Regulation & Abolition) Act, 1970.
25. The employees of the tenderer will have no connection with Mormugao Port Trust and will have no right over privileges enjoyed by employees of the Board.
26. The Board shall provide an open area of required land on the written request of the contractor for parking the contract carriage buses engaged on contract during the contract period, for which the contractor shall be liable to pay lease charges/ licence fees to the Board as per the scale of rates approved by Tariff Authority for Major Ports, which @ Rs.315/- per 10 m² for 2011-2012 or part thereof per calendar month or part thereof with additional pension levy @ 7% with annual escalation of rates @ 2% from April every year. Service Tax as applicable and Statement of conditions applicable from time to time and the Board shall recover the same from the transport contractor's monthly bills or the contractor has make his own arrangement to park his all Contract Carriage Buses hired to the Port in the close proximity of Administrative Office Building of MPT, not within MPT AREA, in order to give necessary instructions as and when required. Parking buses as above should not create any nuisance/obstacle to vehicular traffic or public. If, the buses are found parked in MPT AREA without prior written permission, the Contractor shall be charged lease rent as provided in the scale of rates as mentioned above and addition a fine of Rs.100/- per midi bus per day and shall be recovered from the transport bills.
27. In the event of tender being submitted by a firm, it must be signed separately by each member 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 authorising him to do so. Such power of attorney duly notarised has to be enclosed with tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

28. Any person who submits a tender shall fill up the prescribed form, stating at which rate he is willing to undertake the work. Tenders, which propose any alteration in the work specified or in the time allowed or carrying out the work or which contain any other condition of any sort will be liable for rejection. All rates shall be quoted in the proper form of the tender alone.
29. The Mormugao Port Trust reserves the right to terminate the contract within 24 hours without giving any reasons for such termination in the event of breach of any of the Tender conditions / clauses of the Agreement by the contractor.
30. Tenderers should quote their rates in the proforma provided as Volume –II.
31. The rate quoted shall be valid during the entire period of the contract and should be based on the petrol / diesel / lubricating oil prices ruling as on commencement of the transport contract and in case of any increase or decrease in the price of petrol / diesel / lubricating oil and excise duty thereon, the rate quoted by the contractor would be subject to adjustments plus or minus as per increase or decrease in the prices and for this purpose the average run per litre diesel shall be considered at the rate 6.5 km per litre.
32. No payment shall be made towards idle charges in respect of midi buses which remain idle on Sundays / Port Holidays or school holidays (which are not covered by the 'Schedules') However, the contractor shall be entitled for payment for the 'scheduled trips' which he could not carry out for reasons beyond his control like strike by Port Employees, General Strike, Bandh or any other natural calamities.
33. The tenderer shall submit monthly bills in respect of the midi buses to the Secretary, Mormugao Port Trust and payment shall be made within 15 days from the receipt of the bills. The bills should be supported by a statement showing the daily opening and closing mileage readings in respect of each of the buses. Log Books should also accompany the bills, on which the Port Trust's representative will verify / attest against such bills. The proof of payment of EPF/ESI/Service Tax should be enclosed alongwith the monthly bill.
34. The successful tenderer shall be required to enter into an Agreement with Mormugao Port Trust on a stamp paper of requisite value within 10 (ten) days from the acceptance of the tender at the cost of tenderer. In the normal course, the agreement is liable to be terminated by either party by giving 3 calendar months notice in writing.

35. Tender under dual cover system in duly sealed cover superscribed tender for “Tender for hiring of 4 midi buses” are invited from reputed firms having experience in the line and for carrying out subject work so as to reach the Secretary, Mormugao Port Trust, Administrative Office Building, Headland, Sada, GOA – 403 804 so as to reach him not later than **15:00 hrs.** on 20/09/2011. The tenderers shall submit the tender in 2 covers as described below.

- (a) The Cover No.1 shall be duly sealed and superscribed (TENDER FOR RUNNING OF MIDI BUSES PART-I TECHNICAL BID) and this cover shall contain the following documents.
- i) Copies of Registration Certificates, copies of Motor Insurance pass Book, copies of Tax book, copy of Fitness Certificate, copy of passengers Tax book in respect of vehicles, which would be furnished to Mormugao Port Trust as a proof of owning specified buses as a criteria to be eligible to participate in the tender and the copies of all documents, in respect of two midi buses should be attested by public Notary / Gazetted Officer.
 - ii) A covering letter from the tenderer agreeing to the conditions of the tender.
 - iii) Volume – I of the 'original' tender documents issued by the Port duly signed and rubber stamped on each page by the tenderer.
 - iv) Financial stability certificate to the extent of Rs.1,00,000/- for each bus issued by a Nationalised Bank.
 - v) Receipt / Bank Guarantee / Demand Draft towards Earnest Money Deposit.
 - vi) Copy of the PAN Card / GIR number
 - vii) Service Tax Registration Number, if any

The envelope should bear the name of the tenderer at the bottom left corner of the cover.

- (b) Cover No.2 shall contain only the rates quoted for running of the buses i.e Volume-II of 'original' Tender Form. No other accompaniments shall be enclosed in Cover No.2. The cover should be duly sealed and superscribed "TENDER FOR RUNNING OF MIDI BUSES PART –II FINANCIAL BID". Cover No.2 should contain only the rate and prices without any conditions. Tenders with any conditions accompanying cover No.2 shall be rejected outright. The envelopes should bear the name of the tenderer at the bottom left corner of Cover No.2.
- (c) Both the above sealed covers shall be put in a single envelope and superscribed as “Tender for Running of Midi Buses” and shall be submitted duly sealed on or before the stipulated time and date.

36. Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only) in respect of **each midi bus** in the form of Cash Receipt from the Financial Advisor and Chief Accounts Officer, Mormugao Port Trust or by demand draft/ bank Guarantee from any Nationalised Bank valid for a period of 6 months from the date of opening of the tender issued in favour of Financial Advisor and Chief Accounts Officer, Mormugao Port Trust, Headland (proforma enclosed) should be submitted in cover No.1 of the tender. Earnest Money Deposit shall be refunded to unsuccessful tenderers after signing of the agreement by the successful tenderer. Tenders received without earnest money deposit shall be rejected outright.
37. The tenderer should submit a copy of Permanent Account Number issued by Income Tax Department and copy of Service Tax Registration Certificate.
38. Incomplete tender and / or tenders in which prescribed conditions are not fulfilled are also liable to be rejected.
39. The successful tenderer shall be required to provide interest free Security Deposit valid for a period of 5 years within eight days after the release of the 'work order' in the form of Cash / Demand Draft or Bank Guarantee from any of the Nationalised Banks (proforma enclosed) for a sum of Rs.85,000/- (Rupees eighty five thousand only) in respect of **each midi bus** and this deposit shall be liable to be forfeited in case of breach of any of the clauses of the contract. The Security Deposit shall be refunded/ Bank Guarantee discharged to the successful tenderer on expiry of the contract after recovery of any damages or losses caused to the Port.
40. The Administration reserves the right to accept or reject any of the tenders without assigning any reasons.
41. I/ We hereby certify that I/ We agree to all the above tender conditions.

DATE & SEAL

SIGNATURE OF THE TENDERER

Name of the Tenderer : _____
(in block letters)

Address: _____

Telephone No. _____

Fax No. _____

Mobile No. _____

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

In connection of the Board of Trustees of MORMUGAO PORT TRUST (hereinafter called "the Board" having agreed to accept from _____ having office at _____ hereinafter called "the said Tenderers") earnest money in the form of Bank Guarantee under the terms and conditions of tender dated _____ in connection with the work of _____ (hereinafter called "the said tender") for the due observation of the said tenderer of the stipulation to keep the offer open for acceptance for a period of six months stipulation to keep the offer open for acceptance for a period of six months form the date of opening of the tenders, to execute an agreement within the time specified, to start the work within the period specified after notification of the acceptance of the tender and to deposit the earnest money in cash or furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

We, the Bank _____ do hereby undertake to pay on demand to the Board the sum of Rs. _____ (Rupees _____ only) in the event of the said tenderer having incurred forfeiture of the earnest money as aforesaid for the breach of any of the terms or conditions stipulated aforesaid and contained in the said tender.

We, the Bank _____ further agree that the Guarantee herein contained shall remain in full force and effect till _____ and liability under the Board shall be discharged if the demand for payment is not made within this period.

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

This Guarantee shall remain in force till _____ unless demand or claim in writing is made on us within three calendar months from _____ or earlier, all rights of the Board under this Guarantee shall lapse on _____ and we shall be relieved and discharged from all liabilities there under.

FOR AND ON BEHALF OF BANK

Date this _____.

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called 'the Board') having agreed to exempt _____ (Here indicate the Name and Address of the Contractor) (hereinafter called the said Contractor/s) from the demand, under the terms and conditions of an Agreement to be entered between the Board and the Contractor for _____ (Here indicate the name of the works) (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., (Here indicate the name and Address of the Bank) (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Board an amount of not exceeding Rs. _____ (Rupees _____ only), against any loss or damage caused to or suffered or would be caused to or suffered by the 'Board by reason of any breach by the said contractor (s) of the terms and conditions contained in the said Agreement.

2. We, _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Board by reason of any breach by the said contractor/s of any of the terms of conditions contained in the said Agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said Agreement have 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 within three months from the expiry date i.e. from _____ we shall be discharged from all liability under this guarantee thereafter.

4. We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor/s from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor/s and

to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor/s or for any forbearance Act or 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 _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from the date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

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

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

Dated _____ day of _____ 2011.

FOR _____ BANK

Date : _____

TENDER FORM

To,
The Secretary,
Mormugao Port Trust,
Headland Sada.

Dear Sir,

Sub: Hiring of midi buses to Mormugao Port Trust.

With reference to your advertisement in the press for hiring of midi buses, I/we furnish my/our rates for midi buses of Model 2011 and having certified seating capacity of not less than 25 passengers which shall be procured and deployed within 90 days from the date of Intent Letter as mentioned in the tender documents is as follows. The rates quoted are per midi bus is as follows :-

- a) Rates inclusive of all taxes per day for every 100 kms distance or less than 100 kms distance covered.
(Rupees _____ Rs. _____
_____ only)
- b) Rates inclusive of all taxes for mileage in excess for first 100 kms per day rate per km.
(Rupees _____ Rs. _____
_____ only)

We are in a position to hire to you FOUR Midi Buses.

Yours faithfully,

Signature of the Tenderer
with Rubber Stamp

Name of the Tenderer: _____
(in block letters)

Address: _____

