

CHECK LIST

Tender No: CME/XEN(E-P)/e-tender/2023/20

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL BID

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	EMD and RTGS receipt of Tender fee or supporting document for exemption.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested and TDS certificate of the supporting work. Copy of TDS certificate of the supporting work should also be uploaded.		
	3	Copies of profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation and UDIN No..		
	4	Certificates: a) valid (status active) GST Registration Certificate. b) Pan card copy. c) Employees State Insurance Registration certificate. d) PF Registration Certificate. e) valid Electrical Contractors License (valid upto 11KV or above issued by licensing board) (failing which the Bid shall be summarily rejected).		
	5	Tender Document, sealed and signed by the bidder along with corrigendum/addendums, if any		
	6	a) Annexure – 01 -Particulars of Bidder. b) Annexure – 02 – Financial Turnover c) Annexure – 03 – Tender Form d) Annexure – 04 – Payment receipt details certified by Statutory Auditor with UDIN No. e) Annexure-05 – GST details f) Annexure – 08 – Format of Declaration g) Annexure – 09 –Power of Attorney h) Annexure – 10 – Bank information for E-payment i) Annexure – 11- Undertaking on indemnification j) Annexure –12 – Proprietorship undertaking k) Annexure –13-Certificate for tenderers/bidders sharing land border l) Annexure-14 – Bid Security Declaration (failing which the Bid shall be summarily rejected) m)Annexure-15 – Declaration for non-applicability of e-invoicing n) Minimum Wage Undertaking		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

2.1.1 E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Executive Engineer (E-P) on behalf of Mormugao Port Authority from the reputed, bonafide, resourceful & experienced firms fulfilling the Minimum Qualification Criteria (MQC) for the work of **“Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year”**.

TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) Earnest Money Deposit (EMD) - The Bidder shall furnish an EMD of Rs.43,239.00 (Rupees Forty Three thousand Two hundred and Thirty Nine only) inclusive of 18% GST. Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 2.2.1(c).
- b) TENDER FEE **NOT APPLICABLE**.
- c) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME, shall be exempted of tender fee and Earnest Money Deposit (EMD) on producing self-attested supporting certificates along with Technical Bid.

Note: Exemption towards payment of EMD and Tender fees will be extended only to Micro and Small Enterprises.

- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. "Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by MPA if any.
- f) Particulars of Bidder as per **Annexure –01**.
- g) Copies of annual turnover, profit and loss statements, balance sheet and Auditor's report for the three financial years (2020-21, 2021-22, 2022-23) OR CA certified Annual turnover statement for the three financial years, with UDIN no. as per **Annexure-02**.
- h) Tender Form as per **Annexure- 03**.
- i) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client, duly certified by Statutory Auditor shall be submitted as per **Annexure– 04 with UDIN no.**
- j) Copies of the valid (active status) GST Registration Certificate, ESI & PF Registration Certificate and PAN card to be submitted. Format for GST details to be uploaded as per **Annexure –05**
- k) Form of Agreement as per **Annexure –06**
- l) Specimen Bank Guarantee Form for Performance security as per **Annexure –07**
- m) Format for Declaration – **Annexure-08**
- n) Power of Attorney - **Annexure -09**
- o) Bank Details of the Bidder for E-Payment - **Annexure-10**

- p) Undertaking on Indemnification – **Annexure – 11**
- q) Format For Proprietorship - **Annexure – 12**
- r) Certificate for Bidders/ bidders sharing land border - **Annexure – 13**
- s) Bid security declaration as per **Annexure – 14** to be submitted by all the Bidders, **including those registered with MSME and start-ups registered with DPIIT, failing which the offer shall be summarily rejected.**
- t) Declaration for non-applicability of e-invoicing -- Annexure-15
- u) Information on litigation if any.

2.2.2 **Price Bid shall be uploaded only through ONLINE:** Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid submitted by Bidder is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined in clause No 2.4.
- 2.3.2 The bidders are required to furnish the required Tender fee, EMD, MSE registration certificate as applicable.
- 2.3.3 All bidders shall provide the Financial Turnover, Tender Form & details of experience for fulfilling eligibility criteria information as per Annexure 02, 03 & 04.
- 2.3.4 Government owned enterprises may participate if they are legally and financially autonomous operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No. 2.21.

2.4 (MQC) MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

2.4.1. FINANCIAL CRITERIA

The Bidder should have an average Annual financial turnover of at least **Rs.8,64,784.00** for the 3 financial years of 2020-21, 2021-22, 2022-23.

In case of Micro and Small Enterprises / Start-ups the Average Annual Financial Turnover shall be at least **Rs.4,32,392.00** subject to production of certificate issued by MSME authorities / DPIIT.

Note:- Documentary evidence duly self-attested viz. Auditors certificate / balance sheet / profit and loss statement for the three years endorsed by Chartered Accountant with attestation and UDIN no. OR Annual Turnover Statement for last three years (2020-21, 2021-22, 2022-23) certified by Chartered Accountant and with UDIN no. shall be uploaded along with the bid.

2.4.2. TECHNICAL CRITERIA

2.4.2.1. The Bidder shall have experience and successfully completed similar works during last seven years ending last day of the month previous to the one in which tenders are invited should be either of the following:

Three similar completed works each cost not less than **Rs.11,53,046.00**

OR

Two similar completed works each costing not less than **Rs. 14,41,307.00**

OR

One similar completed work costing not less than **Rs. 23,06,091.00.**

Similar works means "General maintenance of HT / LT electrical installation; at any Port / PSU / Central Government / State Government / reputed organizations".

2.4.2.2 In order to meet the Technical criteria as per clause No 2.4.2.1. above, the bidder shall submit the following documents along with the technical bid:-

2.4.2.2.1 The bidder has to submit the details of payments received for the works executed in **Annexure 04** in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

2.4.2.2.2 Self-attested photo copies of LOA/work order/Agreements showing the awarded contract value for "similar works" and satisfactory Completion Certificates issued by the Client (duly signed and stamped), indicating the reference of LOA/work order/Agreements, value of work order, date of commencement of work, actual date of Completion of works, actual completed Contract Value from client, for the contracts mentioned at Annexure 04. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/Agreements/completion certificates submitted as per Annexure 04. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification.

2.4.2.2.3 The works declared by the bidder in **Annexure 04** only shall be considered for technical qualification of the bidders. **LOA/Work orders/Agreements other than the ones mentioned in this Annexure-04 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**

2.4.2.2.4 The Bidder shall have valid (active status) GST Registration Certificate, ESI, PF and PAN Card – all in the same name (Bidders name) and same should be uploaded along with the Technical Bid.

2.4.2.2.5 **Electrical Contractors License** : The Bidder shall have valid Electrical license to work (valid up to 11KV) issued by the licensing board and same should be uploaded along with the Technical Bid, **failing which the bid shall be summarily rejected.**

2.4.3 Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSE authorities if applicable, if they have :

a.) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b.) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with Mormugao Port Authority or financial failures etc.

Note: Last date of submission of tender: MPA at its sole discretion reserves the right to extend the date of receipt of tender.

2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES

2.5.1 The contractor may visit the Mormugao Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all operational expenses.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.

2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.6.3 In case of proprietorship, an undertaking by the owner stating that he is the owner / proprietor of the company shall be submitted and all the tender documents submitted shall be signed by him as per **Annexure 12.**

2.7 ONE BID PER BIDDER

2.7.1 The Bidder shall submit only one bid for this tender. In case the Bidder submits more than one Bid for this tender, all his bids will be summarily rejected.

2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or

2.7.2.1. have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or

2.7.2.2. Submit more than one Tender in this Tendering process.

2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.

2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the Mormugao Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accept no liability or responsibility whatsoever therefore.

2.8.3 Bidder shall bear all costs associated with the preparation and submission of his tender and MPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.9 EARNEST MONEY DEPOSIT (EMD)

- 2.9.1. The bidder is required to pay Rs. 43,239.00 (Rupees Forty Three thousand Two hundred and Thirty Nine only) inclusive of 18% GST as EMD. The tender not accompanied with EMD shall be summarily rejected, except in the case as per clause No 2.2.1 (c).
- 2.9.2. The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Bank Guarantee/Security Deposit as stipulated in the tender.
- 2.9.3. In the event of forfeiting the EMD / Security deposit, GST is applicable and while imposing penalty GST as applicable shall be collected.
- 2.9.4. The Earnest Money Deposit may be forfeited, if
- 2.9.4.1. the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - 2.9.4.2. the successful Bidder fails within the specified time limit to
 - 2.9.4.2.1. sign the Agreement
 - 2.9.4.2.2. **Submit the Performance Security or**
 - 2.9.4.2.3. Fail to commence the work on the specified date as per LOA
- 2.9.5 In case the Firm has submitted MSME certificates as per clause no 2.2.1 (c), for participating in the tender, then the firm may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities, if

2.9.5.1. The MSME Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

- 2.9.5.2. the successful Bidder fails within the specified time limit to

2.9.5.2.1. Sign the Agreement

2.9.5.2.2. Submit the Performance Security or

2.9.5.2.3. Fail to commence the work on the specified date as per LOA.

- 2.10. BID VALIDITY:** The tender shall remain valid for acceptance for a period of 120 days from the date of submission of Technical Bid. MPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by e-mail. A bidder may refuse the request without forfeiting his Bid security. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

- 2.11.1. At any time, prior to the last date for submission of tenders, MPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the GeM portal/PORT website.
- 2.11.2. The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. MPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.12. LANGUAGE OF TENDER:

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the MPA shall be written in the *English language*. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.13. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.10 of Tender Document.

2.14. TENDERED CURRENCIES:

Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

2.15. CLARIFICATION TO BIDDERS: (NOT APPLICABLE)

Queries shall be uploaded online only in the e-procurement portal as per NIOT. No queries will be entertained after this due date. No queries in the form of hard copy or email will be entertained. The response to the queries received from the Bidders shall be uploaded on MPA/CPP websites. The clarifications so issued would form part of the tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

2.16. TENDER OPENING AND EVALUATION:

2.16.1. OPENING OF TECHNICAL BID:

- i.) Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of the Portal.
- ii.) The Bidder is deemed to have gone through the entire tender document and submitted his bid accordingly. Hence, Port at its discretion may not seek further clarification on the document furnished by the Bidder.

2.16.2. SCRUTINY AND EVALUATION OF THE TENDER

- 2.16.2.1. Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.
- 2.16.2.2. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.16.2.3. A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.16.2.4. After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's offer.
- 2.16.2.5. To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email. No change in Price or substance of the tender shall be sought, offered or permitted

nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

2.16.2.6. If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3. OPENING OF PRICE BID:

2.16.3.1. Tenders, who are found to be in conformity with MPA's Tender requirement, shall be considered for opening of Price Bid.

2.16.3.2. The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.

2.16.3.3. The Bidders has to quote for the subject work in the Price Bid format– PART III excluding GST.

2.16.3.4. The **Evaluation** will be done on Basic Price (Total of price in the Price Schedule (BOQ)) and lowest offer (L1) shall be considered among all Bidders for award of work. If any new tax imposed by the State/Central Govt., same shall be reimbursed by producing documentary proof.

2.16.3.5. The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract Agreement in the format approved by the Port Authority as in the **ANNEXURE 06** of Tender Document, and thereafter the Contract Agreement shall be signed between the Port Authority and the successful Bidder.

2.16.3.6. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer or his Representative's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

2.16.3.7. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.

2.16.3.8. The Bid with any counter conditions will be summarily rejected.

2.16.3.9. Further, in order to promote the **MAKE IN INDIA INITIATIVE** by the Government of India, Class-I Local suppliers shall get purchase preference over Class-II local suppliers as well as Non Local supplier as per the following procedure (Refer GCC Clause No. 3.1 definitions) :-

- a. Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class-I Local supplier, the contract will be awarded to L1.
- b. If L1 is not a Local Supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Local supplier subject to matching the L1 price.
- c. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

Note: The Class-I local supplier / Class-II Local Supplier shall submit the self-attested copy along with the Bid clearly indicating the percentage of local content and provide self-certification that the

services / items offered meets the local content requirement for Class-I local supplier / Class-II local supplier, as the case may be.

2.17. AWARD OF CONTRACT

2.17.1. Award Criteria

The award of contract shall be determined by: (a) eligibility of Contractor in accordance with the provisions of Clause No 2.3 and (b) meeting qualification criteria in accordance with the provisions of clause No 2.4.

2.18. EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding Clause no 2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for employer's action. Further, MPA does not bind itself to accept the lowest offer.

2.19. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.1. The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution completion and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price")

2.19.2. The notification of award will constitute the formation of the contract subject only to the furnishing of a security deposit in accordance with the provision of clause 2.20.

2.19.3. SIGNING OF AGREEMENT:

- (i) The Contractor shall execute an Agreement with the Authority within 45 days or any extended time from the date of issue of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 45 days from the date of receipt of documents for execution of the Agreement, the security deposit of the Bidder will be forfeited and the work order will be cancelled.
- (ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be purchased from the Local authorized vendor in Goa for the purpose of contract agreement.
- (iii) The place of stamping and signing of Agreement shall be at MPA only.
- (iv) Further, if the Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the Contractor's offer, Authority order and the written acceptance for the receipt of Authority order of the Contractor shall form a binding Contract between the Authority and the Contractor.

The Contract Agreement shall include amended final tender document, various clarification letters, written approval by the Port authorities, Amendment to the Contract Agreement and any other conditions as agreed upon by the Authority and the Contractor.

Note:-The damage charges for non-compliance for the delay in submission of the Agreement within the stipulate date above shall be at the rate of 0.25% of the contract value for each week or part of the week, for the number of weeks delayed beyond the stipulated date of submission. The damage charges for non-compliance shall be incl. of 18% GST.

2.20. SECURITY DEPOSIT (SD)

Security deposit shall consist of two parts:

a) The DD or Bank Guarantee equivalent to 5% of the contract value rounded off to nearest 100 rupees, shall be submitted within 21 days of issue of Letter of Acceptance (LOA).

b) The balance 5% shall be recovered as Retention Money from the running bills.

Thereafter, the total of 10% SD (DD/BG 5% and 5 % Retention money), shall be returned/refunded on successful completion of the contract period.

2.20.1. In case of any default of the Contractor, the Security Deposit/Performance Security furnished by the contractor shall be forfeited or the Bank Guarantee submitted by the contractor shall be encashed as the case may be, at the discretion of the Port.

Note: The damage charges for non-compliance for the delay in submission of the Security Deposit within the stipulate date above shall be at the rate of 1% of the amount of Security Deposit for each week or part of the week subject to maximum of 5% of Security Deposit for the number of weeks delayed beyond the stipulated date of submission. The damage charges for non-compliance shall be inclusive of 18% GST.

2.21. CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

2.21.1. defines, for the purpose of these provisions, the terms set forth below as follows:

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition

2.21.2. will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.21.3. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22. THE LAW, WHICH APPLIES TO THE CONTRACT:

The Contract shall be governed by the Indian Contract Act and under the Indian Law.

2.23 SETTLEMENT OF DISPUTES:

2.23.1. Amicable Settlement of Disputes:

If any dispute or differences or claims of any kind arises between the **Mormugao Port Authority** and the **Contractor** in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Agreement, and so notified in writing by either Party to the other party refer the disputes to the **Chairperson of Mormugao Port Authority** and **Contractor** as the case may be for amicable settlement, and upon such reference, the said persons shall meet not later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the such dispute, difference or claim.

2.23.2. Conciliation:

If such meeting does not take place within 15 (fifteen) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause (2.23.1) or such longer period as may be mutually agreed by the parties, either parties may agree to refer the Dispute to Conciliation & Settlement Committee **constituted by the Indian Ports Association and approved and appointed by the Board of Mormugao Port Authority** as per the provisions of the Arbitration & Conciliation (Amended) Act, 2015. The standard operating procedures for conciliation & settlement of disputes contained in the policy guidelines **circulated by the Indian Ports Association and approved & issued by the Board of Mormugao Port Authority** on the subject, which shall be in alignment with the provisions contained in Section 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations / decision of the committee is not acceptable to any of the party. It shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 2.23.3 or 2.23.4.

2.23.3. Arbitration:

- i. Any Dispute which is not resolved amicably as provided in Clause 2.23.1 and/or 2.23.2 shall be finally settled by arbitration as set forth below: -
 - i. The Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
 - ii. The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The Rules of SAROD – Ports are placed at **APPENDIX-III**.
 - iii. The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
 - iv. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

2.23.4 Adjudication by Adjudicatory Board:

In the event of constitution of a statutory Adjudicatory Board or such other forum with powers to receive and adjudicate upon disputes between the **Contractor** and the **Mormugao Port Authority**, all disputes not settled under Clause 2.23.2 through conciliation, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Clause 2.23.3 and the adjudication hereunder shall be final and binding.

Note:- In addition to above, any other mechanism to resolve the dispute as per the directives of Ministry as and when received will be applicable to the Tender, with mutual consent of both the parties.

2.24. CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA

- 2.24.1.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).The bidder shall furnish the certificate as per the format at Annexure 13. The relevant registration certificate and undertaking from DPIIT provided to the contractor

shall be produced along with Annexure 13.

- 2.24.2.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 2.24.3.** "Bidder from a country which shares a land border with India" for the purpose of this Tender means:-
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 2.24.4.** The beneficial owner for the purpose of (2.24.3) above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 2.24.5.** An agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.25. BID SECURITY DECLARATION:

- 2.25.1.** The Bidder is required to submit the Bid Security Declaration as per Annexure – 14. The Bid not accompanied with Bid security declaration **shall be summarily rejected.**
- 2.25.2.** In the event of levying Damage Charges for non-compliances and/or encashing of the

Performance Security, GST is applicable and while imposing Damage Charges for non-compliances and/or encashing of the Performance Security, GST as applicable shall be collected.

2.25.3. The bidder shall be disqualified/terminated and may be debarred for a period not exceeding three (3) years commencing from the date of debarment, from participating for tenders at Mormugao Port Authority duly informing the MSME authorities if applicable, if

- i. the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- ii. the successful Bidder fails within the specified time limit to
 - a) Fails to commence the work on the specified date as per LOA/Work order.
 - b) If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
 - c) If any information or representation submitted by Bidder is found to be false or incorrect.
 - d) Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

**EXECUTIVE ENGINEER (E-P)
MORMUGAO PORT AUTHORITY**

3.0 GENERAL CONDITIONS OF THE CONTRACT (GCC)

3.1 DEFINITIONS

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1 "Employer"** means Board of Members of Mormugao Port Authority, a body corporate under the Major Port Authority Act 2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 3.1.2 "Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- 3.1.3 "Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- 3.1.4 "Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- 3.1.5 "Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- 3.1.6 "Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- 3.1.7 The "Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- 3.1.8 The "Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.9 The "Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- 3.1.10 "Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- 3.1.11 "Approved" or "Approval"** shall mean approval in writing.
- 3.1.12 "Month"** shall mean English Calendar Month.
- 3.1.13 "Engineer-in-charge/representative"** shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.14 "L1"** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 3.1.15 Tenderer / Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is Tenderer / bidder.

- 3.1.16 Tender:** Tender means the tender document (both technical and commercial) submitted by the Bidder for consideration by the MPA.
- 3.1.17 Contractor:** Contractor means the person, Society, Firm or Company whose tender has been accepted by the MPA, and shall include his employees, agents, etc.
- 3.1.18 MPA:** MPA means 'Mormugao Port Authority' (formerly known as Mormugao Port Trust – MPT) an autonomous body of the Ministry of Shipping, Ports & Waterways of Government of India, incorporated under the Major Port Authority Act, 2021 as amended thereafter, under the laws of India and having its principal place of business at, Headland Sada, Mormugao Goa.
- 3.1.19 Taxes :** GST, Cess Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time.
- 3.1.20 Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.21 “Procurement entity”** means a Ministry of Department or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.
- 3.1.22 “Local Content”** means the amount of value added in India which shall , unless otherwise prescribed by the Nodal Ministry , be the total value of the item/service procured (excluding net domestic indirect taxes) minus the value of imported content in the item/service (including all customs duties) as a proportion of the total value, in percent.
- 3.1.23 “Class-I local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement , has local content equal to or more than 50%.
- 3.1.24 “Class-II Local Supplier”** means a supplier or service provider, whose goods, services or works ordered for procurement , has local content more than 20% but less than 50%.
- 3.1.25 “ Non Local supplier ”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.1.26 “Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.

3.2 USE OF CONTRACT DOCUMENT:

- 3.2.1** The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 3.2.2 **Contract Document:**** All documents (tender document, addendum/corrigendum, LOA, Purchase Order, correspondences, if any) forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3.3 PERIOD OF CONTRACT:

- 3.3.1** One year.
- 3.3.2 **COMMENCEMENT/COMPLETION OF WORK:**** The contractor shall commence the work after obtaining the clearance from Port’s Engineer In-charge and complete the work one year from the start of the contract. However, the Agreement and Security Deposit shall be in accordance with Clause no.2.19.3 & clause 2.20 with respect to LOA.

3.4 FORCE MAJEURE:

Notwithstanding anything in this agreement to the contrary neither the MPA nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes, epidemic, pandemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

3.7 DEATH OF THE CONTRACTOR:

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

3.8 NOTICE:

Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Employer, shall be issued or taken on his behalf by the Engineer in charge so nominated by the Competent Authority. The contractor shall furnish to the Chief Mechanical Engineer of MPA, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

3.9 WAIVER OF DAMAGES:

In case of Accidents, fire, fog, congestion, etc., the Chairperson, Mormugao Port Authority may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action is brought out clearly on record. Notwithstanding anything contained hereinabove, the Chairperson, MPA shall be the Authority to consider waiver of any damages imposed under this contract, by the Chief Mechanical Engineer, in part or full, at his sole discretion.

3.10 INTERPRETATION OF THE CLAUSE:

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Competent Authority of MPA, whose decision in the matter shall be final. Similarly any difficulty in implementing the contract can be resolved by referring the matter to the Competent Authority, who can amend the MPA's condition/clause of contract if required.

3.11 SUB-CONTRACTING

The Contractor shall not subcontract any part of the Works.

3.12 SAFETY:

- a) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation
- b) The contractor shall indemnify MPA against any violation of safety laws, rules and regulations while carrying-out operations and maintenance as required by the contract.
- c) No unauthorized person should be allowed to work on the work site.
- d) The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, MPA shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

- e) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- f) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- g) They indemnify the Port for any accidents/incidents while carrying out the contract.
- h) All precautions to ensure safety of workmen must be taken while execution of work. Traffic rules should be strictly followed to avoid accidents & unforeseen incidents.
- i) The Contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
- j) If the work has to be carried out beyond normal working hours and during night time approval in advance for the working has to be obtained from Chief Mechanical Engineer. Overtime charges of the departmental supervisory staff has to be borne by the Bidder.
- k) Permission for working beyond the normal working hours of the Port or on Sunday and Public Holidays will be given to the Contractor subject to his agreeing to bear the cost of overtime, if any, which may have to be paid to the Port's supervisory staff.
- l) Watch and ward of all materials and equipment will be responsibility of the contractor and no claims will be entertained towards loss or damage to the Contractor's materials and equipments.
- m) The contractor must ensure the safety of labourers engaged by him during the course of execution of work & the Port will not be responsible for any injury sustained by the labourer or for any fatal accident. The Contractor should bear all the loss & expenditure involved. Wherever necessary he should also provide necessary look out men.
- n) During the course of execution of work if any underground / overhead or any other cable/OFC are damaged by the contractor or his labour etc., purely due to the default of the Contractor, the cost of damage, as decided by the Port Administration will have to borne by the contractor.
- o) Before taking up any digging work, it is the responsibility of the contractor to get cable layout plan from Chief Mechanical Engineer or his representative of the work & arrange to demarcate at the same at the site. The Contractor shall take special precaution while carrying out works at location where there is like hood of any underground cables/OFC etc., & the work shall not be carried out without the presence of an authorized Port supervisor.

3.12.1 **PERSONAL PROTECTIVE EQUIPMENTS**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

3.12.2. **STANDARD OPERATING PROCEDURE (SOP) FOR SAFE WORK AT HEIGHT**

SOP for safe work at height to be followed for all works being carried out at height in Port is attached at **APPENDIX-II**.

3.12.3. The following safety permits where applicable is to be obtained by the Contractor from the Port Engineer:

1. Work at Height permit
2. Hot work permit
3. Electrical permit
4. Confined Space entry permit
5. Excavation permit
6. Fragile roof permit

3.13 **COMPLIANCE WITH STATUTES, REGULATIONS:**

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central

and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, the Apprentice Act or any other applicable acts as required and to keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The percentage quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation.

3.14 TERMS OF PAYMENT

- 3.14.1. The **monthly** payment along with applicable GST will be released, subject to recoveries, if any within 30 days from the date of receipt of undisputed bills in duplicate, and with all other supporting documents. GST no. shall be invariably indicated on all the invoices.
- 3.14.2. All payments to workmen shall be made through banks only, and evidence of the same should be submitted along with bill.
- 3.14.3. No claim of interest will be entertained by the MPA with respect to delay on effecting the payment by MPA as per aforesaid payment terms.
- 3.14.4. The payment will be made in ECS mode. A copy of the PAN card, GST Registration, EPF& ESI registration and IT Returns acknowledgement for previous two years shall be furnished.
- 3.14.5. In case Government imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence. Applicable GST shall be paid to the concerned authority by the Contractor and documentary evidence of the same shall be produced to MPA for reimbursement at actual.

3.15. INCOME TAX: Applicable Income tax will be deducted from the monthly bills and necessary certificate will be issued to the contractor by the Finance department. All the applicable statutory recoveries shall be made from the monthly bills. Deduction of Income tax at reduced rates can be considered only after production of valid exemption certificate for the period issued by the Tax Authorities.

3.16. TAXES: The contractor shall pay the applicable GST to the concerned Department and the documentary evidence of the same to be produced to MPA for reimbursement by the Port. The Contractor/Bidder shall file the applicable returns with tax Departments in time and submit the same as documentary proof/evidence, GST as applicable shall be shown as a separate line items in the Tax Invoice. Input Tax Credit lost due to non-filing of GST return will be recovered/ collected from Final Bill.

3.17. The Contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I., etc.

3.18. The Contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.

3.19. LABOUR

The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.

In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

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.

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including but not limited to Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act ,IE Act 1956.

If as a result of Contractor's failure, negligence, omission, default or non- observance of any provisions of any laws, MPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, MPA shall be entitled to deduct the same from any moneys due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which MPA is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.

The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Labour Department of the State as per the Minimum wages Act. The payment made to the labours by the contractor to be compulsorily made in digital mode.

The Contractor or his sub-Contractor shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act.1948.

The Contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.

If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief labour Commissioner's interpretation of the Contract, Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the Contractor/Contractors. The Contractor shall be responsible for the observance by his sub-Contractors, of the foregoing provisions/precautions.

The Contractor shall make necessary arrangements for the representative of the Port and/or his representative to witness the payment made by the Contractor to his labourers. The Contractor shall also submit periodical returns of labour employed by him and wages paid, to the Port's representatives.

3.20. PAYMENT OF WAGES:

Payment of wages to the persons engaged by the Contractor shall not be less than the minimum wages applicable to the worker employed for construction & maintenance of roads, runways, buildings which comes under Area 'B'. Whenever revision of minimum wages, revised by the Government as per Minimum Wages Act, 1948 during the currency of the contract, the wages paid shall not be less than the revised rates applicable. If the workers are engaged at the discretion of the Contractor, for more than one shift, they shall

be paid overtime as applicable at contractor expense and on National & Festival holidays specified by the Port, they will be paid overtime allowance at double the proportionate hourly wages (Double OT shall be Wages for paid holiday and Single Overtime allowance) for the duty performed on such days, as per applicable rules.

3.20.2. The wages paid shall include wages for weekly day of rest. One day in a week will be counted as a mandatory rest day (weekly off).

3.20.3. The wages shall be paid on or before 10th day of every month through the Bank only. Documentary evidence like bank statement of the contractor shall be furnished along with the bills.

3.20.4. Wages, OT etc. paid shall be entered in personnel register.

i.) **Minimum wages per day applicable as on 01.10.2023 as per Minimum Wages Act, 1948 are**

Unskilled	-	Rs. 628/-
Semi-skilled	-	Rs. 709/-
Skilled	-	Rs. 832/-
Highly skilled	-	Rs. 915/-

Note :1.) The wages are normally revised by the Chief Labour Commissioner (C), Ministry of labour and Employment, New Delhi, once in 6 months linked to the Consumer Price Index. Difference in revision of minimum wages shall be claimed by the contractor for reimbursement after payment to the workers.

3.20.5. Any shortage of manpower than the prescribed number, "damage charges due to non-compliance" as per Sr. No. 4.4. of 'Scope of work' shall be applicable and same shall be deducted from contractor's monthly bill.

3.20.6. The clause No 3.20.5 is not applicable for weekly day of rest for the contract workers.

3.21. WELFARE MEASURES - EPF, ESI etc:

3.21.1. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".

3.21.2. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".

3.21.3. The EPF & ESI contribution of the immediate employer is included in the price quoted by the Bidder. However, the CLC rates as and when revised by the authorities, the resulting difference in EPF/ESI shall be claimed by the Contractor for reimbursement after producing the documentary evidences towards remittance made to such authorities.

3.21.4. The documents related to the payment of EPF, ESI shall be enclosed to the Monthly bills. Further, these documents shall be produced to the enforcement authorities of Central/State Govt, whenever demanded by such authorities. Failure to comply with EPF, ESI & other applicable welfare measures, the Contractor is liable to pay fines as decided by the enforcement authorities or competent authorities of MPA.

3.21.5. The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the Contractor failing which "damage charges due to non-compliance" as per Clause No.4.4. of 'Scope of Work' is applicable.

3.21.6. The Contractor shall be accountable for all losses occurring during the contract period due to negligence or faulty maintenance of the systems by his staff.

3.21.7. The Employer (MPA) shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor.

3.21 GUARANTEE PERIOD: (NOT APPLICABLE)

- i.) The items to be supplied under this Contract shall be guaranteed for a period of **one year** from the date of satisfactory commissioning of works and handing over. The Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, Designs, 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 who shall state in writing in what respect any portion is faulty.
- ii.) If it becomes necessary for the Contractor to replace or renew any defective portions of the supply of the items under this clause, the provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of 12 months from the date of such replacement or renewal of the above mentioned period of 12 months, whichever may be later. If any defects are not remedied within a reasonable time, the Port may proceed to do the work at the Contractors' risk and expenses but without prejudice to any other rights, which the Port may have against the Contractor in respect of such defects.

3.22 DEFECT LIABILITY PERIOD: (NOT APPLICABLE)

In this condition the expression 'Defect Liability Period' shall mean a Guarantee period calculated from the date certified at the time of acceptance. Defect Liability Period shall be extendable to the extent of idling of Equipment/ Facility (non-commercial use) due to non-rectification of defects during the original or extended defect liability period; Reasonable period of response may be decided on case to case basis and indicated by the Port after considering the nature and type of defect, its remedial process and scope of contract.

3.24 DELAY IN COMMISSIONING OF EQUIPMENT: (NOT APPLICABLE)

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 'Delay in commissioning of equipment' for delay to complete the work, a sum of 0.5% per week or part thereof of the total contract price subject to a maximum of 5% of the total contract price 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. The GST @18% on such amount will be levied.

3.25 DEFAULT OF THE CONTRACTOR

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say;

- a. If the Contractor without reasonable cause abandons the Contract or
- b. Suspends the carrying out of the Works for a reasonable time after receiving written notice from the MPA without any lawful excuse or fails to make proper progress with Works after receiving written notice from the Engineer or
- c. Fails to proceed diligently with the work or
- d. Fails to give the MPA proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the MPA demanding the same or
- e. The Contractor has become insolvent or
- f. The Contractor has gone into liquidation or passes the resolution for winding up or
- g. Upon the Contractor making an arrangement with or assignment in favour of his creditor or
- h. Upon his assigning this contract or
- i. Upon an execution being levied upon the Contractor's good or
- j. Upon winding up order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the Contractor or

- k. Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the Contractor or
- l. Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the MPA.

3.26 TERMINATION OF THE CONTRACT

- ii. In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of MPA (who shall be the sole judge and whose decision shall be final), it shall also be open to MPA to terminate this contract by giving not less than Ninety (90) day's notice in writing to that effect and if the contractor, does not make good his default within the notice period, MPA shall be entitled to terminate the contract as a whole or in part duly informing MSME if applicable. In the event of such termination of the contract, MPA shall be entitled to:
 - i.) encash the Performance Guarantee as it may consider fit;
 - ii.) get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time MPA is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by MPA in getting the work done and damages which MPA may sustain as a consequence of such action.
- iii. If the extra expenditure incurred by MPA on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Security proposed to be encashed, the expenditure over and in excess of the Performance Security may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by MPA under this or any other contract or otherwise. The contractor shall have no claim whatsoever against MPA, in consequence on such recoveries or termination of the contract, as stated above.
- iv. if at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, MPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.
- v. No compensation what so ever shall be payable by the Port to the Contractor on termination of Contract prior to the expiry of the Contract period.

3.27 EXIT CLAUSE

MPA reserves the right to early terminate/pre-close the contract by giving an advance notice of one month (30 days). The contractor shall not be entitled for any compensation by reason of such termination.

3.28 DEBARMENT FROM BIDDING

- (i) A bidder shall be debarred if he has been convicted of an offence—
 - (a) Under the Prevention of Corruption Act, 1988; or
 - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a service contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in the Port tenders for a period not exceeding three years commencing from the date of debarment.

- (iii) Port may debar a bidder or any of its successors, from participating in any tenders undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the Code of Integrity.
- (iv) In the event of premature termination of contract in terms of provisions of clause 3.25 & 3.26 above, MPA shall also be entitled to debar the Contractor for participation in future tenders of MPA for a period of three (03) years.

3.31 POLICE VERIFICATION

At all times, the Contractor will be responsible to ensure that the character and antecedents of manpower engaged by him are verified by Police Station of worker's residential area. Police verification is to be submitted prior to the commencement of the contract. The Contractor will also ensure that no person employed by him for the services has been / is involved in any activity against the interest of the state. A certificate shall be submitted by the Bidder showing that the staff deployed has been verified by the local police for irregularities if any.

3.32 INSURANCE

The Contractor shall effect and maintain the following policies at no cost to MPA, during operation period with an Indian Insurance Company approved by Insurance Regulatory Development Authority of India (IRDA).

- i. **Commercial General Liability (CGL):** The Contractor is required to take a Commercial General Liability (CGL) Insurance policy during execution of contract work to the extent of 110% of the contract value to cover Third party Liability with cross liability extension. The following third party liabilities shall be covered;
 - a. Third party bodily injuries/death/disablement of persons not belonging to Employer and/or Contractors.
 - b. Third party Property damage which includes damages to others materials /pipeline /cargo /inventories /equipment/other facilities belonging to third party and inclusive of properties during construction/ erection/ Government properties.
 - c. The value of third party legal liability for compensation for loss of human life or partial/total disablement as well as for damage to others equipment /material /property shall be of required statutory limit where applicable or as awarded by Court of Law.

The policy will be on claim made basis with retroactive date from the date of commencement of the contract and shall be valid throughout the tenure of the contract period (including defect liability period) and be also valid during the extended period if any.

The policy will be having claim series clause and extended notification clause with cross liability extension.

- ii. **Employer Liability Insurance:** The Contractor shall indemnify and keep indemnified the Employer against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that Employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

The Contractor shall be registered under ESI as per the relevant statute and act and shall continue such insurance till completion of the Contract covering all the employees/workers/casual labour/contract labour/outsourced persons under his supervision deputed for the said contract work. The Contractor shall also submit such policy of insurance as and when required by the Employer / Employers representatives.

- iii. **Automobile Liability Insurance** covering use of vehicles / mobile equipments used by Contractor or sub-contractor(s) (whether or not owned by them) in connection with the execution of the contract.
- iv. **Claim Lodgment:** In all cases the Contractor shall lodge the claim with the underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and/or replacement of the damaged structures / facilities without waiting for the settlement of the claims. In case seizure of materials by concerned authorities the Contractor shall arrange prompt release against bond, securities or cash as required.
- v. The Contractor shall submit to the Employer;
 - a. Evidence that the insurances described above have been effected and
 - b. Copies of policies for the insurances described in the clauses have been submitted.
 - c. When each premium is paid, the Contractor shall submit evidence of payment to the Employer.
- vi. The Contractor shall keep informed their insurer of any relevant changes to the execution of the works and ensure that insurance is maintained in accordance with the insurance clause.
- vii. The Contractor shall also arrange **PUBLIC LIABILITY INSURANCE (PLI)** as applicable under PLI Act, 1991.
- viii. The Contractor will indemnify to the fullest extent permitted by law and keep the Employer, its officers, employees and other related parties hold harmless from all claims for bodily injury and property damage that may arise from the performance of the work.

3.33 VARIATIONS AND ITS VALUATION: (NOT APPLICABLE)

- i. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.
- ii. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows;
- iii. Increase or decrease the quantity of any work included in the contract.
- iv. Omit any work included in the contract.
- v. Change the routes, position and dimensions of any part of the work.
- vi. Execute extra and additional work of any kind necessary for completion of the works.
- vii. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- viii. Provided variation in the quantity of any work will be permitted upto 25% of individual item which is necessary to complete the works subject to within 10% of overall Contract Value where such increase is not the result of any variation order given under this clause but is the result of the quantities exceeding those stated in the bill of quantities. Provided the variation shall be complied with by the Contractor and the Engineer's subsequent written

confirmation of such variation shall be deemed to be an order in writing within the meaning of this clause. If any variation in the quantity of any item of work increase more than 25% but within 10% of overall Contract value, then the same will be executed after getting the approval of the Competent Authority.

- ix. No price escalation is allowed. The rate(s) quoted against the work shall remain firm during the entire contract period. Any change in Forex/rate shall not be considered for price variation.
- x. The purpose of this document is to define the minimum requirements for the supply, design & engineering, manufacturing, installation, inspection Commissioning and documentation of all the items and other activities as per BOQ (Bill of Quantities) attached with tender document, for the Job /construction contractor in performing the work of "Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year".
- xi. The Contractor shall note that all the activities that are required to be performed for completion and successful commissioning of the project needs to be considered in his scope of work. Any missing activities /supplies in BOQ or in any other project issued documents, but essential for the completion and success full implementation of the project shall be the sole responsibility of the contractor at his cost.
- xii. The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- xiii. The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- xiv. All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

3.34 INDEMNIFICATION

The Contractor hereby agrees and undertakes to indemnify, keep indemnifies, depended and hold harmless the MPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach unauthorized act, fraud deed or any other acts of Contractor or any of its personnel. The Contractor hereby further agrees and undertakes to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the MPA is compelled to obey the order which arise due to breach of contract by the Contractor.

The Contractor shall indemnify, protect and defend at its own cost, Mormugao Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties.
- ii. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. The Contractor shall indemnify MPA against all claims for compensation by or on behalf of any workman employed by him in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. MPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the Contractor's employees performing duties under the contract.

3.35 PERSONAL PROTECTIVE EQUIPMENTS

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves, Safety Harness or any other equipment as required depending on nature of work by his staff at site.

3.36 CONDUCT

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The Contractor shall have adequate measures in place to ensure that the employed staff at all times complies with the provisions and obligations contained in the tender and as amended from time to time.

3.37 ACCIDENT

- 3.37.1 The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-in-Charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.
- 3.37.2 The Employer shall not be liable for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor during the contract period.

3.38 WORKMEN'S COMPENSATION

The Contractor shall indemnify MPA in the event of the Trustees being held liable to pay compensation for injury to any of the Contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Port on demand whenever so required.

3.39 MPA's LIEN:

MPA shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the MPA to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between MPA and the Contractor.

3.40 A) DRAWINGS: (NOT APPLICABLE)

The list of drawings, number of copies, mode of submission, approval will be mutually agreed between the Bidder and MPA.

B) MISTAKE IN CONTRACTOR'S DRAWING

The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or other particulars supplied by him, have been approved by the Engineer or not.

3.41 OBLIGATIONS OF THE CONTRACTOR:

- i. The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract within the Time for Completion. The Contractor shall be fully responsible to the MPA for proper, efficient and effective discharge of their duties.
- ii. The Contractor shall when called upon so to do enter into and execute a Contract agreement as per clause 2.19 of this tender document.
- iii. The successful Bidder shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause 2.20 of this tender document.
- iv. If the Board shall consider itself entitled to any claim under the performance Guarantee it shall forth with so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within 20 days after the receipt of such notice the Board shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- v. The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract.

3.42 EXECUTION:

The Contractor shall execute and do the works set forth as described in the scope of the work and specifications, including any amendments.

3.43 AMENDMENT:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representative of each party thereto.

3.44 EXTRAS:

Any extra expenses incurred in connection to the Works by the MPA in the performance of the Works owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the MPA may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the MPA may determine.

3.45 EXISTING SERVICES:

The Contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the Port operation. Any damage/loss caused by the contractor to the Port property, same shall be rectified at his own cost without any delay with the satisfaction of the Engineer.

3.46 CONTRACTOR'S EQUIPMENT

- a. The Contractor shall be responsible for supply, use and maintenance of all the equipment and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.
- b. MPA 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 MPA's directions/instructions.

3.47 PLANT AND EQUIPMENT:

The Contractor shall at his own costs and expenses provide all labour, Plant, haulage, transportation of Plant and equipment to be used for executing the Contract, all materials, stores, etc., required for efficiently carrying out and completing the work to the satisfaction of MPA.

3.48 INSPECTION & TESTS: (NOT applicable)

- i. The Employer or his representative shall have right to inspect the work being carried out under this Contract and to test the system to confirm conformity with the specifications. The employer shall notify the Contractor in writing of the identity of a representatives retained for these purposes.
- ii. The tests may be conducted on the premises of the Contractor or its subcontractor (s) at point of delivery and at the final destination. Where conducted on the premises of the Contractor or its subcontractor (s), all reasonable facilities and assistance shall be furnished to the inspector at no discharge to the Employer.
- iii. Should any tested systems fail to conform to the specification, the Employer may reject them, and the Contractor shall make suitable alterations with prior approval of Employer to meet the requirements of the specifications, without any effect on cost of delivery times / project schedules.
- iv. The Employer's right to inspect, test and where necessary, reject the system shall be in no way limited or waived by reason of the systems having previously been tested and passed by the Employer or its representatives prior to dispatch of the system.
- v. The Contractor shall submit the Quality Assurance plan (QAP), Technical drawings for prior approval before commencement of Inspection / Test at manufacturer's work / Site to the Inspection Agencies / Engineers representatives within 21 Days from the date of issue of LOA.
- vi. All the documents/reports of the various tests carried out as per prevailing IS & statutory regulations during the manufacturing & testing of the equipment's to be furnished to the Port before dispatch of the materials/assemblies. Port reserves the right to opt for Pre-dispatch inspection at contractor's/Sub contractor/Channel Partner works and /or Third party inspection or waive off any or all the inspection visits.

3.49 TIME OF ACCEPTANCE

The supply, delivery and Installation of the equipment/ items at site shall be deemed to have been accepted by the Port when the same shall have been installed, tested & commissioned.

3.50 REJECTION OF DEFECTIVE WORK: NOT APLICABLE

- i. If the complete system at site or any portion thereof before being taken over, is defective, or fail to fulfill the requirements of the Contract, the Engineer shall give notice to the Contractor setting forth particulars of such defects and the Contractor shall forthwith make the defective supply/Installation good or alter the same to make it comply with the requirements of the Contract.
- ii. If Contractor fails to do so within a reasonable time, MPA may reject and replace the same at the cost of Contractor, the whole, or any portion of the work, as the case may be, which is defective or fails to fulfill the requirements of the Contract. The Contractor's failure and extreme liability under this clause shall be satisfied by the payment to MPA, the extra cost, if any, of such replacement delivered and erected. Such extra cost being ascertained shall be deducted from the Contractor's bill.
- iii. If any supply of defective items shall have caused delay in the completion of the Contract so as to give rise to a claim for damage on the part of the MPA nothing contained in this clause shall interfere with or prejudice any rights of the Trustees with respect to such claim.

3.51 ACCESS TO THE SITE: (NOT APPLICABLE)

The Contractor shall allow the Engineer or his nominee and any person authorised by the Engineer or his nominee access to the Site to any place where work in connection with the

Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

3.52 EXTENDING OF WELFARE / SOCIAL SCHEMES TO CONTRACT WORKMEN / EMPLOYEES:

List of Welfare and Social Schemes to be extended to the contract workmen/employees have been appended at **APPENDIX-I**. Contractor shall ensure that the same shall be extended to the workmen.

3.53 FACILITIES PROVIDED BY PORT:

- a) Electric Power supply in A.C., three/ single phase, 440 V, 50 Hz. will be provided for execution of the contract work free of cost. However, contractor shall arrange all cabling switch gears, etc. for power supply to his equipment at his own arrangement by their expenses for execution of contract works.
- b) Contractor shall avail the Port equipment's / Mobile Crane on chargeable basis as per prevailing Scale of Rates subject to availability.
- c) Water supply shall be arranged by the contractor on their own for execution of work.
- d) Accommodation, if required, shall be provided in the Port quarters to the contractor/his employees, on chargeable basis as per prevailing Scale of Rates subject to availability.

3.54. E-invoicing : as per the principal notification No.13/2020 – Central Tax, dt.21.03.2020 and its last amendment vide notification no.10/2023 – Central Tax, dt.10.05.2023, it is mandatory for registered person, other than a government department, a local authority, those referred to in sub rules (2), (3), (4) and (4A) of rule 54 of the said rules, whose aggregate turnover in any preceding financial year from 2017-18 onwards exceeds five crore rupees, shall prepare e-invoice, in terms of sub rule (4) of rule 48 of the said rules in respect of supply of goods or both to a registered person or for exports.

Incase of non-applicability of e-invoice, the Bidder is required to furnish declaration as indicated at **Annexure-15**.

Incase of non-compliance, the Contractors payment shall not be processed.

**EXECUTIVE ENGINEER (E-P)
MORMUGAO PORT AUTHORITY**

4. SCOPE OF WORK WITH TECHNICAL SPECIFICATIONS

4.0. General :

Mormugao Port Authority (formerly known as Mormugao Port Trust) intends to carry out Non-comprehensive Maintenance Contract for maintenance of Electrical installations at Port for a period of one year.

4.1. SCOPE OF WORK:

4.1.1 Maintenance of Electrical Installations

1. Manning round the clock 365 days as per minimum qualification requirements & deployment of manpower for attending all Electrical Complaints/maintenance works/O&M electrical activities at all Residential & Non Residential buildings, Pump Houses, all Street & Outdoor Yard Lights, High Masts etc.
2. Attending /rectification /maintenance of all HT/LT complaints of 11 KV substations, Transformers, HT/LT Panels, Feeder Pillars.
3. Maintenance & upkeep of DG Sets & Substations.
4. Attending all Earth leakage complaints, circuit complaints and rectification of the same by using required tools/materials complete. Testing of all Earth Pits of Non Residential buildings & Residential buildings as per IER and submitting the report once in a year.
5. Attending to maintenance/repairs of the Electrical installations so as to make the system operational/functional as required by the Port, rectification of faults within stipulated time and carrying out preventive maintenance as per the direction of Engineer In charge.
6. Cutting/Trimming of tree branches obstructing the HT/LT overhead line (vehicle for the purpose of work will be provided by the Port)
7. Maintenance of outdoor 11 KV Switchyards/Transformer Centres, Cable Network System located at Headland & Hospital substations, which also includes maintenance of about 1000 nos. of various types of quarters and bungalows at Port residential colonies, Port hospital installations, highmasts, office building, Elevators, Generators, pump houses, other installations & utilities at Port Areas.
8. The services also includes circuit modifications, new wiring/circuits/points, attending day-to-day complaints received from the occupants of the quarters, attending to repairs/ installing light fittings, ceiling fans, PCB's exhaust fans, wiring, LT switchgear, HT switchgear, 11KV Transformers, Emergency light system, invertors, STP pertaining to Headland & Hospital substations or any other electrical activity as instructed by Engineer in charge.
9. Attending / rectification of Motors (Flameproof /Non-Flameproof) complaints (except rewinding) checking of control panel, replacement of contactor, MCBs, MCCBs, ACBs, relays, Cut-outs, Fuse wire, cable termination, crimping of lugs, cleaning, coupling/de-coupling, greasing etc. complete.
10. Replacing of burnt out or damaged switches, sockets, holders, switch boards, MCBs, ELCBs, ACB, VCB, ceiling fans, chokes of light fixtures relocation of electrical points etc., and installing the same after repairs, for which materials will be issued by the department, free of cost.
11. Repairs of street lights, lawn lights, highmasts and post top luminaires consisting of HPSV/Halogen lamps/ LED and associated cables & cable laying jobs.
12. A complaint register shall be kept up to date at site (separate for each location of work) by the contractor and the same shall be made available for checking and verification of the work carried out on daily basis. The complaint register has to be countersigned by the EIC atleast once a week.

13. The staff deployed by the Contractor shall carry out repairs/maintenance of any other equipment's/installations other than those mentioned above but required for day to day work as instructed by EIC with the existing manpower.
14. On Port holidays, the staff deployed should attend maintainance/breakdown complaints pertaining to their place of posting as feasible & concurred by EIC.
15. The Scope of work includes labour as directed by the Engineer In Charge(EIC) and any other works assigned by the EIC & Supervisors from time to time.
16. The repairing/maintainance of HT/LT circuit breakers such as VCB, ACB, SFU.
17. Removing, laying/clamping of LT/HT cables underground/overhead/ inside cable trench, connection/disconnection, termination of LT/HT cables or any other electrical activity as instructed by Engineer in charge (except excavation of soil).
18. Shifting of Motors for re-winding from the site to the third party workshop and shifting back after re-winding the same to the site & installing, testing & commissioning. Vehicle to shift material for the purpose of work will be provided by the Port
19. Shifting of electrical switchgears/spares in & around Port area as per operational need.
20. Masonry cutting/drilling works required for electrical points.

4.1.2 Exclusion from the Contractor's scope:

- a. Repairing of Air Conditioner units, Elevators, Centralised AC systems, CCTV, Computers, Water coolers, telephones, solar panels.
- b. Major repairs of DG set.
- c. Re-winding of coils, motors and alternators.
- d. Making cable straight through jointing work and HT & LT relay testing & calibration.
- e. Excavation/filling of soil, Installation of new HT switchgears, supply of spares for maintainance.
- f. O&M of fire alarm systems.
- g. Civil works such as plastering, plumbing works, and fabrication works.
- h. Replacement of major components shall be taken up by the Port as a measure of preventive maintenance or any augmentation/ modification/additional works for the existing system.
- i. Electrical items/spares parts required for the breakdown/preventive maintenance work to the contractor during the entire currency of the contract.

4.1.3 Contractor's Responsibilities:

- a. Maintenance of the Electrical Installations, O&M of the installations as per manning pattern in Clause No.4 (minimum qualification requirements & deployment of manpower). Any failure in deployment of Staff as per the Manning Pattern, penalty as per clause No. 4.4. (Damage charges for non-compliances) shall be imposed. The Contractor shall ensure smooth operation of the Electrical Installations throughout the contract period by continuously monitoring the condition and health of the various equipment and systems during the operation. Any abnormal condition noticed in any facility / system / equipment is to be immediately reported to the EIC or his representative.
- b. Maintaining the Maintenance Registers, Attendance Register for the staff, complaint register and Daily work register in the prescribed format of MPA which shall be periodically checked and verified by Engineer i/c. or his representative. The monthly maintenance report of the Electrical Installations shall be submitted by the Contractor to Engineer i/c every month along with the bill.
- c. Maintaining good liaison and cordial relations with the Port staff and ensuring that the Electrical Installations shall be operated in accordance with the requirement of MPA without prejudice at the time of any eventuality.

- d. The contractor shall ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures & regulations and will make all necessary efforts to maintain healthy & cordial environment.
- e. The Contractor or his bonafide representative shall regularly visit the site and meet the Engineer-in-charge to take instructions, monitor operations and status of the ongoing contract and review the records if need be, so as to run the contract efficiently & effectively.
- f. The contractor shall make good any damage done to Port's utilities, equipments, systems and installations.

4.2. SPECIAL CONDITIONS OF CONTRACT

1. **CONDUCT:** If any of the staff member deployed by the contractor is found to be arrogant, unpleasant or not competent; Port reserves the right to replace the staff members within a stipulated time as instructed by the Port's Electrical Engineer.
2. Ensuring safety and security of all the Electrical Installations during the contract period.
3. Shall provide electrical power free of cost for Port's maintenance activities.
4. Shall inspect the Electrical Installations at regular intervals for checking the health of all the systems. If any problems are noticed, the same will be communicated to the contractor for proper corrective action. The defects mentioned in the inspection report are to be attended & rectified by the contractor immediately.
5. All the scrap generated during the work, shall be suitably disposed of at designated Port site by duly following relevant environmental regulations & standards for which vehicle (truck) for shifting the materials will be supplied by Port.
6. Any damage done to the existing installation, equipment or property of the Port due to negligence shall be entire responsibility of Contractor to repair, rectify or replace the same at his own cost.
7. All the relevant documents sought by the Port shall be furnished by the Contractor before the commencement of contract such as copies of the Electrical license, educational details, ID proof, address proof, contact details etc.
8. It is the sole responsibility of the contractor to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety & statutory regulation etc. All the tools required for carrying out the works shall be supplied by the contractor. The Contractor will be abide with all relevant safety, environmental & statutory regulations during the entire currency of the Contract.
9. All tools and tackles required for effective maintenance such as Multi meter, Megger, Clip-on-ammeter, Nose Pliers, Cutting Pliers, Adjustable Spanners, Screw Driver set, Allen key set, line tester, etc. or any other tools required besides these shall be provided by the contractor and should be available at site till completion of the contract period. All the meters & testing equipment's, which are used at site, should be periodically calibrated whichever applicable from authorized test laboratory and certificates must be deposited with the Port periodically after they have been recalibrated. Non calibrated equipment should not be used at the work spot under any circumstances.
10. Two wheeler and a cell phone must be provided to each Site technicians for facilitating to attend breakdowns at site.
11. The working hours per person of this contract shall be 8 hrs. (General shift or shift) including Saturdays, Sundays and holidays. However as per situation/emergency, the work hours may extend beyond 8 hours and also on weekly rests/holidays for which suitable compensatory off will be provided as per convenience of work & concurrence of EIC. The deployment of staff whether in general shift or shift shall be at discretion of the Engineer In Charge. For the proper co-ordination during emergency circumstances and for attending the works immediately, the contractor should

have a local office. The name and address of the local office with name of the responsible contact person duly nominated by the contractor, his mobile no. should be submitted on or before executing the work/Agreement.

12. Tools & tackles required for repair works are to be provided by the contractor for carrying out day to day maintenance during the contract period as given under.
 - a. # Complete set of all sizes double ended ring/tubular spanners, Allen keys, Pliers, Line testers, screw drivers & box spanners.
 - b. # Heavy duty hand gloves.
 - c. # Polypropylene ropes of suitable sizes, safety belts hooks etc. for lifting and handling of equipment's and working at heights.
 - d. # Rechargeable heavy duty torches - 2Nos.
 - e. # Insulation tester preferably 5KV capacity -1No.
 - f. # Multimeter & Tong Tester – 1No. each
13. The contractor can provide any other tools & tackles as necessary.
14. The contractor shall make own arrangements for transport of the manpower to site & vice versa.
15. Providing the following uniform and safety materials to persons engaged by the contractor during the contract period for all the staffs deployed at MPA:-

Sr. No.	Particulars	Qty
1.	Uniform – (Pair of shirt & pant of Terri Coat blue in Colour)	2
2.	Shoes and socks	1
3.	Safety Helmet, belt, hooks	1
4.	Raincoat	1
5.	Washing Soaps	12
6.	Mask	4

4.3. MANPOWER REQUIREMENTS & DEPLOYMENT:

- a. The Contractor shall depute **Site Technicians --- 07 nos.**, equipped with all tools, safety gears etc. for the contract period. The manpower indicated in the tender is as per the present requirement. However, based on the work load Port may direct the contractor to post additional manpower at short notice. Payment will be made as per actual manpower utilized for the month on Pro rate basis. Out of these technicians, one among them will function as a Supervisor and monitor all maintenance activities in addition to his work as a technician.
- b. **Site Technicians** should have **Electrical Trade ITI certificate from Govt. approved or Govt. recognized institution. They should have a practical experience of not less than 3 (three) years. They should also have valid electrical wireman license issued by local authorized Electrical Inspectorate, for the maintenance of the said electrical equipment's & voltage level.**

Note: The copy of the valid certificate/license as indicated in the above clauses shall be submitted for verification.

- c. The Staff shall be deployed to work in the rotational shift duties.
- d. Every staff shall avail weekly off after completing 6 continuous working days.

The shift timings are as follows:

First Shift- From 7.30 A.M. to 3.30 P.M.

Second Shift: - From 3.30 P.M to 11.30 P.M.

Third Shift: - From 11.30 P.M to 7.30 A.M.

General Shift: – From 8.30 A.M. to 5.30 P.M

Note:

- I. The staff will be deployed in rotational shift. The deployment of staff for duty anywhere under Electrical sections of Port Authority shall be executed without any pre-conditions.
- II. Also the staff shall be made available to attend any emergency breakdown without any extra cost after the duty hours, if any.

4.4. DAMAGE CHARGES FOR NON-COMPLIANCES:

The Contractor will be penalized on following accounts;

- a. In case of failure to deploy manpower to duty as per clause no 4.1.1 & 4.3 of scope of work & manpower, the Contractor shall be penalized at a rate equal to the daily wages of the absent workmen. This will be in addition to the pro rata deduction of the workmen charges from the monthly bill.
- b. In case of theft / damage to MPA assets within the assigned working premises of Workmen, on account of any negligence of duty by the Workmen, the Contractor shall make good the damages or replacement as the case may be at his own cost to the satisfaction of the EIC.
- c. The staff deployed for the maintenance of electrical Installations shall be as per the qualifications prescribed at clause No 4.3 in this tender document. If any staff deployed under contract misbehaves/ doesn't obey the orders of EIC, the contractor shall be intimated to issue warning to the concerned staff. If the concerned staff doesn't change his attitude of disobedience/ misbehavior; a second notice shall be served to the contractor, to terminate the concerned staff. The contractor upon receipt of the second notice shall immediately expel the staff from the contract and provide a replacement within 3 days from the date of issuance of the second notice. Wages pertaining to the concerned staff shall not be paid during this period. If the contractor fails to provide a suitable replacement within 3 days from the date of issuance of the second notice, "damage charges due to non-compliance" as per clause No 4.4.a till the replacement is made will be levied.
- d. Contractor's staff shall not claim any type of compensation/Absorption/ Regularization/Benefit (Health related also) of service from this office under Industrial Dispute Act 1947 & Contract Labour Act 1970. Same shall be ensured by the Contractor. **Further, the contractor shall ensure that, the deployed staffs are not affiliated to any unions, federations, banned organizations & outfits etc.**

**EXECUTIVE ENGINEER (E-P)
MORMUGAO PORT AUTHORITY**

5.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

- 5.1 Welfare Facilities:** The Contractor shall provide welfare measures to his workmen as applicable under the Welfare Act. Transportation of the deployed staffs under this contract to and fro site, if required shall be arranged by the contractor at his cost. However, necessary passes for the vehicles of the deployed staffs under this contract shall be provided as per the rules.
- 5.2 Permission for Port Entry:** Port Entry passes to the Contractor, his vehicle and his workmen during the period of contract will be issued on payment basis as per rules. The Contractor shall make an application furnishing the details of his supervision staff and workmen for whom the Port Entry Passes are required. The contractor shall have to obtain **Port entry pass for all their staff at their own cost for the contract work** inside the Port area during the contract period. The present HEP rates are in port website <https://mptgoa.gov.in>
- 5.3** Major Port Authority Act – 2021, Indian Ports Act -1908, Merchant Shipping Act - 1958, Dock Safety Regulations and all other relevant Laws on that behalf to the extent applicable in connection with the work to be carried out inside the Port.
- 5.4** No accommodation / transport facility will be provided by the Port to the workmen. If required Port shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per MPA rules. Rates will be as per prevailing Scale of Rates (SoR) and revised from time to time by MPA. Current rate is Rs.197/- per sq. mts per month or part thereof exclusive of GST. The rates will be escalated @ 5% per annum in the month of May every year, until revised by the Authority. A type Port quarter having single bed room is approx.. 45 sq. mts and B type having double bed room is approx.70 sq. mts
- 5.5** The Contractor shall take utmost care and precautions as regards fire accident while carrying out the operation and maintenance work. The hot works permits shall have to be obtained by the Contractor from the Competent Authorities of Mormugao Port Authority before carrying out any hot work. The Contractor shall also ensure that his operation and maintenance personnel strictly adhere to the instructions given by the EIC or his representative from time to time.
- 5.6** No cooking is permitted inside the Port premises. If any personnel found in alcoholic condition on duty point such personnel shall be removed from the service by the contractor and Port entry pass shall be surrendered to the Engineer In Charge or his representative.
- 5.7** The Contractor or his sub-Contractor shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act.1948.
- 5.8** The Contractor shall carryout the work as a complete job i.e. Supply of materials, their storage, keeping under safe custody, transporting to work site, fixing, testing and commissioning of the whole work. The Bidders should satisfy themselves about the quantities indicated in the Schedule and it is the responsibility of the supplier to supply and make the system operational to the satisfaction of Engineer. (NOT APPLICABLE)
- 5.9** The supply items should have Test Certificates/warranty certificates, as applicable, and the same shall be submitted along with supply of materials. (NOT APPLICABLE)
- 5.10** Any part or whole of the system, which requires the approval of the statutory body, if any, should be arranged by the Contractor at his cost. It is the responsibility of the Contractor to submit the system drawings and As built drawings with all details to the statutory body and obtain their approval, if any. (NOT APPLICABLE)

- 5.11** All related civil works shall be responsibility of the Contractor. The Contractor should take timely action to complete all civil works in all respects. (NOT APPLICABLE)
- 5.12** The Contractor has to make his own arrangement for engaging all tools & tackles, testing equipment's etc.
- 5.13** Site Register/ Work Progress Register is to be maintained by the Site Engineer (AE/AEE/EE) at site on daily basis with details of works carried out on that particular day, defects noticed by the Site Engineer (AE/AEE/EE), instructions given to the Contractor etc. Any orders or instructions issued by the Engineer-in-Charge or Higher Authorities shall be entered in the book and shall be deemed to have been legally issued.
- 5.14** Hindrance Register is to be maintained by the Site Engineer (AE/AEE/EE) at site & should contain all the Hindrances to the work due to the reasons attributed either to the Contractor or Port date wise and date of resumption of work. The Contractor and Engineer in charge should sign each entry in token of having seen the same. (NOT APPLICABLE)
- 5.15** At the end of the period of contract, all the equipment under this tender shall be handed over to the Port on as is where basis is in good working condition.

**EXECUTIVE ENGINEER (E-P)
MORMUGAO PORT AUTHORITY**

PARTICULARS OF BIDDER:

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6.	E-mail Id	
7.	Branch Office address, if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

Signature & seal of the Bidder

FINANCIAL TURNOVER

Tenderers should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements for short listing. If required, you may use separate sheets to provide complete financial information.

Summary of actual assets and liabilities for the 03 years. i.e. 2020 -2021 and 2021-22, 2022-23

Financial Year	Annual Turnover (Rs. Lakhs)
2020 – 2021	
2021 – 2022	
2022 - 2023	

In support of submitted information, copies of Audited `Balance Sheets` and `Profit & Loss account` statements for last three (03) years must be attached.

Attachments:-

- i) Financial reports for the last three years: balance sheets, profit and loss statements, auditors reports (in case of companies /corporation) etc, certified by CA with UDIN no. List them below and attach copies.
- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover of the Tenderer over the last three Financial years 2020 - 2021, 2021-2022, 2022-2023 **with UDIN No..**

Signature & Seal of the
Tenderer

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form and executed on Bidder's letter head)

To,

The Chief Mechanical Engineer,
MORMUGAO PORT AUTHORITY,
Headland Sada Vasco.
India

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **"Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year"**. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
2. We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the letter of acceptance, Security Deposit / Bank Guarantees to the extent of 10% (ten percent) of the contract price in the manner set forth in the GCC of tender.
3. We further undertake, if our tender is accepted, to enter into and execute within 45 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
4. 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.
5. We have submitted the Earnest Money deposit amounting to Rs.43,239.00 as per instructions. (for non-MSE) (Strike out if not applicable).
We have submitted the MSME registration certificate claiming exemption towards payment of EMD as per instructions. (for MSE registered vendors.) (Strike out if not applicable).
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 45 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities if applicable.
7. We agree that the payment shall be made directly to us by the Mormugao Port Authority in Rupees.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Witness

Signature:

Address:

PRE-QUALIFICATION OF BIDDERS**PAYMENT RECEIPT DETAILS OF**

**M/s _____ (firms name) CERTIFIED BY
STATUTORY AUDITOR**

Name of the Work : "Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year"

E- tender No : CME/XEN(E-P)/e-tender/2023/20

Details of payment received for the completed similar work (For similar work, please refer Clause No 2.4.2.1 of ITB) during the last seven years:

Sl. No.	Name of Work (i)	Work Order No. and Date (ii)	Extension orders to the work order mentioned at SI No (ii) if any with order No and date.	Completion certificate No & date (iii)	Period of contract as per the Work order (iv)	Actual period of contract (including extensions if any) (v)		Final completed Value as per the completion certificate (Excl. of GST) (vi)	Name and contact details of the client (vii)
						From	To		
1									
2									
3									

I hereby **declare** that the information given in this **Annexure 04** is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory Auditor:

Signature & Seal of the Statutory Auditor

UDIN No:

Ph No :

Email ID :

NOTE:

- The bidder has to submit the details of payments received for the works executed in **Annexure 04** in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

2. Self-attested photo copies of LOA/work order/agreements showing the awarded contract value for "similar works" and satisfactory Completion Certificates issued by the Client, indicating the reference of LOA/work order/Agreements, value of work order, date of commencement of work, actual date of Completion of works, actual completed Contract Value and completion from client, for the contracts mentioned at Annexure 04. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/agreements/completion certificates submitted as per Annexure 04. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.
3. The works declared by the bidder in **Annexure 04** only shall be considered for technical qualification of the bidders. **LOA/Work orders/Agreements other than the ones mentioned in this Annexure 04 shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**
4. Additional sheets may be used if necessary.

GST DETAILS FORM

Sr No	Particular	Mormugao Port Authority	Data Required from the Party
1	Customer Name as per GST Registration Certificate	Mormugao Port Authority	
2	Full Postal Address	Administrative Building, Headland Sada.	
3	City	Goa	
4	Pin code	403 804	
5	PAN	AAALM0293P	
6	Type of Person	Local Authority	Company/Firm/Individual/Trust/LLP/AOP
7	Resident/Non Resident as per Income Tax Act	Resident	
8	ARN No.	AA30617001663N	
9	GST No.	30AAALM0293P1ZY	
10	PPOB (Principal Place of Business) or APOB (Additional Place of Business)	PPOB	
11	Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)	NA (Registered Under GST)	
12	Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)	Service Provider	
13	Whether Falling under SEZ unit or Developer? (Yes or No)	No.	
14	Whether B2B or B2c (B= Business & C= Customer)	B2B	
15	Whether Opted for Composition Lavy Scheme? (Yes or No)	No.	
16	Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)	No.	
17	Whether falling under Non Resident taxable person as per section 2(77) of CGST Act, 2017 ? (Yes or No)	No.	
18	Central Excise Registration No.	--	

19	Service Tax Registration No.	AAALM0293PST001	
20	VAT - TIN	30181201096	
21	CST - TIN	V/CST/1683	
22	IEC	1706000073	
23	Contact Details :		
	Name	Shri. Anant Chodnekar	
	Designation	FA&CAO	
	Phone No.	0832-2521132	
	E-mail	facao@mptgoa.gov.in anant.chodnekar@mptgoa.gov.in	

I, Mr./Mrs. _____ (Proprietor/Partner/Director) of M/s _____ do certify that the information given above is complete and correct.

Place: _____

Signature

Date: _____ (Name: _____)

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand at Vasco, Goa BETWEEN the Board of Members of the Mormugao Port Authority, Mormugao Goa, a body corporate under Major Port Authority Act of 2021 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of **"Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year"**

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum _____ of Rs...../- (Rupees _____) as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Technical Specifications
 - b. Schedule of Rates/Prices
 - c. General Conditions of Contract
 - d. Special Conditions of Contract
 - e. Letter of Award (LOA)
 - F. Acceptance of LOA by Contractor
 - g. Purchase Order
 - h. Security Deposit
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their 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 AUTHORITY
SIGNING IN THE PRESENCE OF :		

i) _____

ii) _____

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

i) _____

ii) _____

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT
(Bank guarantee bond to be issued by nationalized banks only)

In consideration of the Board of Members, Mormugao Port Authority (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)" for the work of '.....' (hereinafter called "the said agreement") having agreed to production of the irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (indicate the name of the Bank) (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding Rs..... (Rupees..... only) on demand by the Board.
2. We(indicate the name of the 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 required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said Bank, further undertake to pay to the Board any amount so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
4. We..... (indicate the name of the 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 it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharge this guarantee.
5. We..... (indicate the name of the 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 or extension being granted to the said Contractor(s) or for any forbearance, act of omission on

the part of the Board or any indulgence by the Board to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We..... (indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.
8. **The Board is authorized to enforce claim against guarantee at the local branch of the Bank in Goa, in case such eventuality of encashment arises.**
9. This Guarantee shall be valid upto unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us **within 6 (six) months** from the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the day of For

(indicate the name of the Bank)

FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To
The Chief Mechanical Engineer,
MORMUGAO PORT AUTHORITY,
Headland Sada, Goa.
India.

Name of the Work: **"Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year"**.

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. CME/XEN(E-P)/e-tender/2023/20 is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity)

ANNEXURE 09

(To be executed on non-judicial Stamp Paper of Rs.100/-)

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s)), domicile at _____ (Address), acting as _____ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ (Name of the Tenderer) to provide information and respond to enquiries etc. as may be required by the Port or any governmental authority for the Work of "Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year" and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

BANK INFORMATION FOR E-PAYMENT

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the Bidder	Telephone:
		Mobile:
		Fax:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

UNDERTAKING ON INDEMNIFICATION

We _____ (Bidders Name) hereby agree and undertake to indemnify, keep indemnifies, depended and hold harmless the MPA and its Officers against all losses, penalties, costs and expenses, duties of any kind whatsoever which may arise on account of breach unauthorized act, fraud deed or any other acts of ours or any of our personnel. We hereby further agree and undertake to indemnify and keep indemnifies against any order passed by any executive, quasi-judicial or judicial authority wherein the MPA is compelled to obey the order which arise due to breach of contract by us.

We _____(Bidders name) shall indemnify, protect and defend at our own cost, MORMUGAO PORT AUTHORITY and its agents & employees from & against any/all actions, claims, losses or damages arising out of;

- i. Any violation in course of execution of the contract of any legal provisions or any right of third parties.
- ii. Failure to exercise the skill and care required for satisfactory execution of the contract.
- iii. Shall indemnify MPA against all claims for compensation by or on behalf of any workman employed by us in connection with the contract, for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) as amended from time to time.

We _____(Bidders name) shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. MPA shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of our employees performing duties under the contract.

We _____(Bidders name) hereby undertake that ,

- a. The workforce deployed under this contract will be provided with all the necessary safety gears and equipment for the job.
- b. Bidder/deployed staffs will follow all the required safety procedures while executing the job.

Sign and Seal of the Bidder/ Bidders Authorised representative

FORMAT FOR PROPRIETORSHIP

To,
The Chief Mechanical Engineer,
Mormugao Port Authority,
Headland Sada, Vasco,
India

Sir,

Sub.: **Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year.**

Ref.: E-tender No. CME/XEN(E-P)/e-tender/2023/20

This is to inform you that I Mr. (Name)_____is the sole proprietor of M/s. _____having their registered office at _____ (Name of the firm). By virtue of proprietorship, I am authorized to sign tender document, execute Agreement and all related corresponding documents in the subject tender invited by Mormugao Port Authority.

Company Seal & Sign

Certificate for Tenderers / Bidders sharing Land Border

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Department for Promotion of Industry and Internal Trade (DPIIT). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Signature of the Bidder

BID SECURITY DECLARATION FORM

Date: _____

Ref. CME/XEN(E-P)/e-tender/2023/20

To,

The Executive Engineer (E-P),
MPA, Headland Sada Vasco.

Sub. : Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year.

I/We, the undersigned, declare that:

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with MPA for a period of three (3) years from the date of notification if I am /We

- a. are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work order and/or.
- f. sign the Agreement AND / OR furnish the required Security Deposit.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

For declarations for non-applicability of e-invoicing
TO BE PRINTED ON THE LETTERHEAD

TO WHOMSOEVER, IT MAY CONCERN.

We, M/s _____ having PAN _____ and GSTIN Registration Number _____ hereby undertake that our Aggregate Turnover (asper Section 2(6) of Central Goods and Services Tax Act, 2017) for FY _____ does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules thereunder ("GST Law").

Further, we also undertake that if the aggregate turnover of M/s. _____ exceeds the current threshold or revised threshold notified by the Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law.

In case of any queries from any State or Centre Goods and Services Tax Authorities, M/s. _____ will be solely responsible.

Yours Truly,
For M/s. _____

Authorized Signatory

Name :
Designation :

LIST OF WELFARE/SOCIAL SCHEMES

SCHEMES TO CLAIM BENEFITS FOR BUILDING WORKERS UNDER THE GOA BUILDING AND CONSTRUCTIONS WORKERS WELFARE BOARD

SR NO.	NAME OF THE SCHEME
1.	Maternity Benefit
2.	Pension Benefit
3.	Grant for purchase or construction of House
4.	Disability Pension
5.	Loan for the purchase of tools
6.	Funeral Assistance
7.	Death Benefit
8.	Medical Assistance
9.	Financial Assistance for Education to the children of building workers.
10.	Financial Assistance for marriage
11.	Family Pension
12.	Interim Relief to the beneficiaries affected by Disaster

UNIVERSAL HEALTH COVER FOR ENTIRE RESIDENT POPULATION OF GOA STATE

1.	Deen Dayal Swasthya Seva Yojana
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STANDARD OPERATING PROCEDURE FOR SAFE WORK AT HEIGHTS

1. The site conditions should be assessed by a competent site in-charge/ supervisor/ foreman to identify all the hazards present along with the associated risks.
2. No work should be carried out in rough weather conditions like heavy rains, strong winds etc.
3. For all work on the roof top of shed/ high rise structures, safety net with adequate load bearing capacity should be provided underneath the roof trusses to have a fall protection system.
4. Lifelines should be provided at regular intervals to allow workers to hook their safety belts all the time while working at a height.
5. The workers should strictly wear safety belts, which should be hooked to the nearest lifeline all the time.
6. Other Personal Protective Equipment (PPE) like safety helmet, safety shoes, reflective jackets etc. should be worn by workers all the time, while at work.
7. The work platform or scaffolding used for work at height should possess required load bearing capacity with adequate guard rails.
8. The work should not be carried out in haste and shortcuts should be avoided.
9. Workers should be familiarized with basic first aid procedures and all the emergency numbers to act promptly in the event of any accident/incident.
10. Any dangerous occurrence should be brought to the notice of concerned authority for necessary action.

PRICE BID**ITEM RATE BOQ**

Tender Inviting Authority: Office of the Executive Engineer (E-P), Mechanical Engineering Department, MPA, Headland Sada Vasco 403 804.

(Bidders not to quote here, to be filled up/quoted online only)

Name of Work: "Non-Comprehensive Maintenance Contract for maintenance of Electrical Installations at Headland and Hospital subsection for a period of one year.

Contract No: CME/XEN(E-P)/e-tender/2023/20

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUM BER #	TEXT #	NUM BER #	NUM BER #	TEXT #	NUMBER #	NUMBER #	
Sr. No.	Item Description	HSN code	Qty	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	
1	2	3	4	5	6	7 =6x4	
1	Maintenance of Electrical Installations at Port as per Scope of Work		12	months			
Total in figures						0.00	
Quoted	INR Zero Only						
Note: 1) The rates quoted shall be inclusive of GST. 2) The prices offered shall be firm. 3) The Evaluation will be done on Basic Price (Total of price in the Price Schedule (BOQ)) and lowest offer (L1) shall be considered among all Bidders for award of work.							

Contractor Signature:

Stamp & Seal:

MPA BANK DETAILS FOR REMITTING EMD / TENDER FEES

Name of Payee: The FA & CAO, MPA, Headland Vasco Goa

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through RTGS as below:-

1	Name of the Beneficiary	MORMUGAO PORT AUTHORITY
2	Address of the Beneficiary with PIN Code	Administrative Office Building, Headland Sada, Goa – 403804.
3	PAN Number	AAALM0293P
4	Name & Mobile Number of responsible person	Sanjay Kulkarni, 0832-2594417
5	Name of the Bank & Branch	STATE BANK OF INDIA, Mormugao Harbour Branch
6	Bank Telephone Number	0832-2520212
7	Address of the Bank	STATE BANK OF INDIA, Mormugao Harbour, Goa-403803.
8	MICR Code of the Bank	403002024
9	IFSC Code No.	SBIN0002164
10	Type of Account and Branch Code	Current Account / Branch Code:- 002164
11	Account number of the Bank	10438017048 (MPA General Account)
12	Beneficiary E-mail ID	cashmpt@mptgoa.gov.in

ARBITRATION RULES OF THE SOCIETY FOR AFFORDABLE REDRESSAL OF DISPUTES - PORTS (SAROD-PORTS)

ARBITRATION RULES OF SAROD-PORTS

INDEX

Rule

1. Scope of Application
2. Definitions
3. Notice, Calculation of Periods of Time
4. Commencement of Arbitration
5. Response by Respondent
6. Filing of Case Statements
7. Contents of Case Statements
8. Default in Filing and Serving Case Statements
9. Further Written Statements
10. SAROD-Ports to Provide Assistance
11. Appointment of Tribunal
12. Multi-party Appointment of the Tribunal
13. Appointment of Substitute Arbitrator
14. Independence and Impartiality of the Tribunal
15. Code of Ethics for Arbitrators
16. Challenge of Arbitrators
17. Decision on Challenge
18. Removal of the Tribunal
19. Re-hearing in the Event of Replacement of the Tribunal
20. Jurisdiction of the Tribunal
21. Fees of SAROD-Ports and Arbitral Tribunal
22. Transmission of File of the Tribunal
23. Juridical Seat of Arbitration
24. Language of Arbitration
25. Conduct of the Proceeding
26. Communications between Parties and the Tribunal
27. Party Representatives
28. Hearings
29. Documents - only Arbitration
30. Witnesses
31. Experts Appointed by the Tribunal
32. Rules applicable to substance of dispute
33. Closure of Hearings
34. Additional Powers of the Tribunal
35. Deposits to Costs and Expenses
36. Decision Making by the Tribunal
37. The Award
38. Additional Award
39. Correction of Award
40. Settlement
41. Interest
42. Costs
43. Waiver
44. Exclusion of Liability
45. General Provisions
46. Amendment to Rules

PREAMBLE

In order to seek speedy, affordable, just and reasonable Redressal of Dispute/Differences between Major Port Trusts and Concessionaire/Contractor arising out of and during the course of execution of various contracts, a Society for Affordable Resolution of Disputes - Ports (SAROD-Ports) has been formed under the Societies Registration Act, 1860 with registration no. S-E/1715/ Distt. South East/2020 dated 30th January, 2020. It has been formed by Indian Ports Association and Indian Private Ports and Terminals Association with founding members as mentioned in the Memorandum of Association of SAROD-Ports.

SAROD-PORTS ARBITRATION RULES

Rule 1- Scope of Application

1.1 Where any agreement, submission or reference provides for arbitration at the Society for Affordable Resolution of Disputes – Ports ("SAROD-Ports"), or under the Arbitration Rules of the SAROD-Ports and where the case is a domestic arbitration, the same shall be conducted in accordance with the following Rules, or such Rules as amended by the SAROD-Ports where the amendments take effect before the commencement of the Arbitration

1.2 These rules shall come into effect from the day of approval by Governing Body of SAROD-Ports.

Rule 2 – Definitions

2.1 These Rules shall be referred to as "the SAROD-Ports Arbitration Rules".

2.2 In these Rules:

"Act" means the 'Arbitration and Conciliation Act, 1996' of India and any statutory modifications or re-enactments thereof

"Domestic Arbitration" means an arbitration other than an international commercial arbitration as defined under the Act.

"E-Arbitration" means submission of pleadings, defence statement etc. by E-mail and holding of proceedings via video conferencing.

"Governing Body" means Governing Body of SAROD-Ports as defined in Article 4 of Memorandum of Association.

"IPA" means Indian Ports Association.

"IPPTA" means Indian Private Ports and Terminals Association

"Party" means a party to an arbitration agreement.

"President" means President of Governing Body of SAROD-Ports as defined in Rules & Regulation of SAROD-Ports.

"SAROD-Ports" means the Society for Affordable Redressal of Disputes- Ports.

"SAROD-Ports Arbitrator Panel" means the list of persons admitted to serve as Arbitrators under these Rules.

"Secretary" means Secretary of SAROD-Ports as defined in Rules & Regulation of SAROD-Ports.

"Tribunal" means either a Sole Arbitrator or all Arbitrators when more than one is appointed.

Rule 3 - Notice, Calculation of periods of Time

3.1 All communications including notice, communication, or proposal, shall be in writing ("written communication"). Any such written communication is deemed to have been received if it is delivered to the addressee personally, or by post at his -(a) place of business, (b) habitual residence, or (c) mailing address, or by any form of electronic communication (including electronic mail or facsimile) which provides a record of its transmission or in any other manner as may be ordered by the Tribunal.

3.2 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.

3.3 The transmission is deemed to have been received on the day of transmission.

3.4 The parties shall file with the Secretary, a copy of any written communication concerned arbitration proceedings.

Rule 4- Commencement of Arbitration

4.1 Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Secretary and serve on the other party {"the Respondent"}, a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:

- a. a request that the dispute be referred to arbitration;
- b. the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute;
- c. a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a copy of the arbitration clause or arbitration agreement;
- d. a reference to the contract out of which the dispute arises and provide a copy of the contract where possible;
- e. a brief statement describing the nature, facts and circumstances leading to the dispute;
- f. the relief or remedy sought, including the amount of claim if quantifiable at the time the Notice or Arbitration is filed;
- g. a proposal as to the number of Arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and

h. The name of the proposed sole Arbitrator from the panel of Arbitrators maintained by SAROD-Ports, or in case of a three member Tribunal, the name of its nominee Arbitrator from the panel of Arbitrators maintained by SAROD-Ports

4.2 A filing fee of Rs. 10,000/- (Ten Thousand rupees) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration.

4.3 The date of receipt of complete notice of Arbitration including the requisite filing fees with the Secretary is the date of commencement of the arbitration for the purpose of the SAROD-Ports arbitration rules.

4.4 For the avoidance of doubt, the Notice of Arbitration is deemed to be complete when all the requirements of Rule 4.1 have been fulfilled or when the Secretary determines that there has been substantial compliance with the requirements.

Rule 5 - Response by Respondent

5.1 Within 14 (fourteen) days of receipt of the Notice of Arbitration, the Respondent shall file with the Secretary and serve upon on the Claimant, a Response including

- a. A confirmation or denial of all or part of the claims;
- b. Brief statement of the nature and circumstances of any envisaged counterclaims
- c. A comment in response to any proposals contained in the Notice of Arbitration;
- d. The name of the respondent's nominated Arbitrator.
- e. Statement specifying the relief claimed, including the amounts of quantified counterclaims, if any, and if such counterclaims are quantifiable at the time the Response to Notice of Arbitration is filed;
- f. Either a confirmation to the name of the sole Arbitrator proposed by the Claimant or in case of disagreement, propose the name of the sole Arbitrator from the panel of Arbitrators maintained by SAROD-Ports. In case of a three member Tribunal, the name of the nominee Arbitrator from the panel of Arbitrators maintained by SAROD-Ports will be proposed by the claimant as well as by the respondent. In such situations, the appointment of the sole Arbitrator or the Tribunal shall be as per the provisions of Rule 11.3.

g. the names and contact details of the Respondent, and its legal representatives (if any), (including postal addresses, telephone numbers, fax numbers, and email addresses, if available);

5.2 A filing fee of Rs. 10,000/- (Ten thousand rupees) or any amount decided by Governing Body from time to time is payable at the time of filing the Response.

5.3 In case parties have objection to the jurisdiction of Arbitral Tribunal, such objection shall be raised at the earliest as per the provisions of the Arbitration and Conciliation Act, 1996.

Rule 6- Filing of Case Statements

6.1 Within 30 (thirty) days after the filing of the Notice of Arbitration, the claimant must file with the Secretary and serve on the Respondent, a Statement of Claimant's Case along with all documents to be relied upon by the Claimant.

6.2 Within 30 (thirty) days after the service of the statement of Claimant's Case, the Respondent must file with the Secretary and serve on the Claimant, a statement of respondent's defence and counterclaim (if any) along with all documents to be relied upon by the Respondent.

6.3 Within 30 (thirty) days after the service of the statement of Respondent's defence, if the Claimant intends to challenge anything in the statement of Respondent's defence and/or counterclaim, the Claimant must then file with the Secretary and serve on the Respondent, a statement of claimant's reply and if necessary, defence to counterclaim.

6.4 No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Secretary.

6.5 The Tribunal or if a Tribunal has not been appointed, the Secretary, may upon the written application of a party, extend the time limits provided under this Rule.

6.6 The party required to file a case statement must at the same time deposit with the Secretary for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of Arbitrators constituting or who will constitute the Tribunal.

Rule 7 - Contents of Case Statements

7.1 The case statements must contain the detailed particulars of the party's claim, defence or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.

7.2 It must:

- a. Set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations.
- b. State fully its reasons for denying any allegation or statement of the other party. State fully its own version of events if a party intends to put forward a version of events different from that given by the other party.

7.3 A case statement must be signed by or on behalf of the party making it.

Rule 8 - Default in Filing and Serving Case Statements

8.1 If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal or by the Secretary, to submit its Statement of Case, the Tribunal or if a Tribunal has not been appointed, the Governing Body may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.

8.2 If the Respondent fails to submit a Statement of Respondent's Defence, the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 9 - Further Written Statements

9.1 The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.

9.2 All such further statements must be given to the Tribunal, filed with the Secretary and served on the Claimant or Respondent, whichever is applicable.

Rule 10 - SAROD-Ports to Provide Assistance

10.1 At the request of the Tribunal or either party, the Secretary will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation of these rules.

10.2 Any additional expenses incurred or to be incurred for any such arrangements shall be borne by the parties.

Rule 11- Appointment of Tribunal

11.1 The disputes shall be decided by a Sole Arbitrator when the total claim and counterclaim (if any) as set out in the Notice of Arbitration and Response to Notice of Arbitration respectively is Rs.3 (three) crores or less.

11.2 In all cases where amount in dispute is more than Rs.3 (three) crores, the Tribunal shall consist of a three-member Tribunal to be nominated by the parties.

11.3 Where the dispute is to be decided by a sole Arbitrator, both parties shall mutually appoint a sole Arbitrator from the panel of Arbitrators maintained by SAROD-Ports, within 15 (fifteen) days from the date of the Notice of Arbitration. If the parties fail to agree on the appointment of Arbitrator within 15 (fifteen) days from the receipt of a request by one party from the other party, the appointment shall be made upon request of a party, by the Governing Body from the panel of Arbitrators maintained by SAROD-Ports. The Governing Body shall consider the nature of the dispute as set out in the Notice of Arbitration, and the response to the Notice of Arbitration (if filed), prior to appointment of the sole Arbitrator.

a) Where the dispute is to be decided by a Tribunal comprising of three Arbitrators, each party shall appoint one Arbitrator from the panel of Arbitrators maintained by SAROD-Ports, and the two appointed Arbitrators shall appoint the third Arbitrator from the panel of Arbitrators maintained by SAROD-Ports, who shall act as the Presiding Arbitrator. In an arbitration by a three member Tribunal, if (i) a party fails to appoint an Arbitrator within 15 (fifteen) days from the receipt of request from one party to do so, or (ii) if the two appointed Arbitrators fail to agree on the appointment of third Arbitrator within 15 (fifteen) days from the date of their appointment, then the appointment of the Presiding Arbitrator shall be made, upon the request of a party by the Governing Body of SAROD-Ports from the panel of Arbitrators maintained by SAROD-Ports.

b) The eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.

11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD-Ports Arbitration Panel as at the date of the appointment.

11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be.

Rule 12- Multiparty appointment of the Tribunal

12.1 In an arbitration where there are more than two parties to the arbitration and a sole Arbitrator is to be appointed in terms of Rule 11.1, the parties may agree to jointly nominate the sole Arbitrator from the panel of Arbitrators maintained by SARODPorts. In the absence of such joint nomination having been made within 30 days of the date of

Notice of Arbitration, the Governing Body shall appoint the sole Arbitrator from the panel of Arbitrators maintained by SAROD-Ports.

12.2 In an arbitration where there are more than two parties to the arbitration, and three Arbitrators are to be appointed, the Claimant(s) shall jointly nominate one Arbitrator and the Respondent(s) shall jointly nominate one Arbitrator, from the panel of Arbitrators maintained by SAROD-Ports, and the two appointed Arbitrators shall appoint the third Arbitrator from the panel of Arbitrators maintained by SAROD-Ports, who shall act as the presiding Arbitrator. If (i) a party [i.e. the Claimant (s) or Respondent (s), as the case may be], fails to appoint an Arbitrator within thirty days from the receipt of request from one party to do so, or (ii) if the two appointed Arbitrators fail to agree on the third Arbitrator within thirty days from the date of their appointment, then the appointment shall be made by the Governing Body of SAROD-Ports from the panel of Arbitrators maintained by SARODPorts.

Rule 13-Appointment of Substitute Arbitrator

In the event of the death or resignation of any of the Arbitrators or if the Arbitrator withdraws from his office for any reason or by or pursuant to agreement of the parties, or if the Arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fail to act without any undue delay, a substitute Arbitrator must be appointed by the same procedure as in Rule 11 by which the Arbitrator concerned was appointed, failing which, the Governing Body will make the appointment.

Rule 14 - Independence and Impartiality of the Tribunal

14.1 The Tribunal conducting arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.

14.2 A prospective Arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

14.3 An Arbitrator, from the time of his appointment and throughout arbitral proceedings, shall without delay, disclose to the Secretary and the parties in writing circumstances referred in 14.2 unless they have already been informed of them by him.

Rule 15 - Code of Ethics for Arbitrators

An Arbitrator is a fountain of justice and emblem of equity, fairness and good conscience. Therefore he/she is expected to exhibit a noble conduct. The code of conduct prescribed by the Governing Body has to be adopted.

Appointment

15.1 A prospective Arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he has an adequate knowledge of the language of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect,

15.2 In this code, the masculine includes the feminine.

Disclosure

15.3 A prospective Arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue thorough out the arbitral proceedings with regard to new facts and circumstances, in terms of the Arbitration and Conciliation Act, 1996 as amended from time to time.

15.4 A prospective Arbitrator shall disclose to the Secretary and any party who approaches him for a possible appointment:

- (a) Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;
- (b) The extent of any prior knowledge he may have of the dispute.

Bias

15.5 The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when an Arbitrator favour one of the parties or where he is prejudiced in relation to the subject matter of the dispute. Dependence arises from relationships between an Arbitrator and one of the parties, or with someone closely connected with one of the parties.

15.6 Any close personal relationship or current direct or indirect business relationship between an Arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective Arbitrator's impartiality or independence. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective Arbitrator's judgment. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.

Communications

15.7 Before accepting an appointment, an Arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.

15.8 No Arbitrator shall communicate with any of the parties or their Counsel until after the Secretary gives notice of the formation of the Tribunal to the parties.

15.9 Throughout the arbitral proceedings, an Arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.

Fees

15.10 In accepting an appointment, an Arbitrator agrees to the remuneration as prescribed in the Schedule to the rules of SAROD-Ports, and he shall make no unilateral arrangements with any of the parties or their Counsel for any additional fees or expenses without the agreement of all the parties and the consent of the Secretary of SAROD-Ports.

Conduct

15.11 Once the arbitration proceedings commence, the Arbitrator shall acquaint himself with all the facts and arguments presented and all discussions relative to the proceedings so that he may properly understand the dispute.

Confidentiality

15.12 The arbitration proceedings shall remain confidential. An Arbitrator is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.

15.13 This Code is not intended to provide grounds for the setting aside of any award.

Rule 16- Challenge of Arbitrators

16.1 An Arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence and also if he or she has committed any misconduct.

16.2 An Arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties.

16.3 A party may challenge an Arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.

16.4 A party who intends to challenge an Arbitrator shall file with the Secretary and serve on the other party or all other parties, whichever is applicable, a Notice of challenge.

16.5 The Notice of challenge must be filed and served within 14 days from the appointment of the Arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.

16.6 The Notice of challenge must state the reasons for the challenge.

16.7 The arbitration shall be suspended until the challenge is resolved or decided upon.

16.8 When an Arbitrator has been challenged by one party, the other party may agree to the challenge. The Arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute Arbitrator.

Rule 17 - Decision on Challenge

17.1 If the other party does not agree to the challenge and the Arbitrator does not withdraw, the decision on the challenge will be made by the Governing Body.

17.2 If the Governing Body sustains the challenge, a substitute Arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an Arbitrator as provided in Rule 11 read with Rule 13. If the Governing Body dismisses the challenge, the Arbitrator shall continue with the arbitration.

Rule 18 - Removal of the Tribunal

18.1 The Governing Body may on the application of a party remove an Arbitrator:

- a. Who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
- b. Who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.
- c. Who has continuously absented from attending the proceedings for more than three sittings without prior permission of the Presiding Arbitrator/Governing Body of SAROD- Ports.

18.2 An Arbitrator may also be removed where complaints are received or on the Governing Body's own initiative when it decides that the arbitrator is prevented de jure or de facto from the fulfilling the arbitrator's functions, or that the particular arbitrator is not fulfilling the functions in accordance with the Rules or within the prescribed time limits.

18.3 Where applications or complaints are received against an Arbitrator for removal, there shall be a committee consisting of at least three members of the Governing Body to examine the same and make a recommendation to the Governing Body within 10 days from the date of receipt of the application or complaint as to what appropriate action may be taken against the concerned arbitrator.

18.4 The committee shall afford an opportunity of hearing to the Arbitrator(s) concerned before making any recommendation in the matter.

18.5 The Governing Body, if deems fit may afford an opportunity of hearing to the concerned arbitrator before taking a decision on the recommendation of the committee.

18.6 Upon the removal of the Arbitrator, a substitute Arbitrator shall be appointed in accordance with Rule 11 read with Rule 13.

18.7 The Governing Body's decision on the application is final and is not subject to appeal or review.

Rule 19 - Re-hearing in the Event of Replacement of the Tribunal

19.1 Unless otherwise agreed by the parties, where an Arbitrator is replaced under rule 18, any hearings previously held may be repeated at the discretion of the Arbitral Tribunal.

19.2 Unless otherwise agreed by the parties, an order or ruling of the arbitral Tribunal made prior to the replacement of a Arbitrator under rule 18 shall not be invalid solely because there has been a change in the composition of the Arbitral Tribunal.

Rule 20 - Jurisdiction of the Tribunal

20.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.

20.2 The plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the appointment of an Arbitrator.

20.3 The Tribunal shall rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.

20.4 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

20.5 The arbitral Tribunal shall decide on a plea referred to in 20.2 and where the arbitral Tribunal takes a decision rejecting the plea, continue with the arbitral proceedings and make an arbitral award.

Rule 21 - Fees of SAROD-Ports and Arbitral Tribunal

Registration Fee (Non - Refundable): Rs.10,000/- (Ten thousand rupees) or any amount fixed by Governing Body from time to time.

Arbitral Tribunal Fees

The Arbitral Tribunal fees and other miscellaneous expenses shall be as per the Schedule to these rules as decided by the Governing Body from time to time.

Rule 22- Transmission of File to the Tribunal

22.1 The Secretary shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements.

22.2 The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Rule 23- Judicial Seat of Arbitration

23.1 Unless otherwise agreed by the parties, the judicial seat of arbitration shall be New Delhi.

23.2 Notwithstanding Rule 23.1, the Tribunal may, unless otherwise agreed by the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

Rule 24 - Language of Arbitration

a. The language to be used in the arbitration shall be English.

b. If a party submits any document in any language other than English, the party submitting such a document also has to submit before the Tribunal a translation of the said document to the English language.

Rule 25 - Conduct of the Proceedings

The Tribunal shall have the widest discretion allowed by the Act to ensure just, expeditious, economical and final determination of the dispute.

As far as practicable, the proceedings shall be conducted between 10 a.m. to 5 p.m. with a recess of one hour.

Rule 26 - Communication between Parties and the Tribunal

26.1 Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case maybe.

26.2 Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.

26.3 The address of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.

26.4 A copy of correspondence between the parties and the Tribunal shall be sent to the Secretary.

Rule 27 – Party Representatives

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives must be notified to the other party or parties.

Rule 28 – Hearings

28.1 Unless the parties have agreed on documents- only arbitration the Tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for or a submissions.

28.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitrations on the first hearing, and complete time table pertaining to all the activities of the Arbitration e.g. submission of statement of claim, reply, counter claim, reply therein, admission and denial of documents, visit/inspection of site if any. The Tribunal shall stick to the time table without any deviations unless there are unavoidable circumstances warranting such deviation which will be with the prior permission of the Tribunal.

28.3 Prior to the hearing, the Tribunal may provide the Parties with matters or questions to which it wishes them to give special consideration.

28.4 In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.

28.5 All meetings and hearing shall be in private unless the parties agree otherwise.

Rule 29 - Documents Only Arbitration

29.1 Parties, may, at any stage before the constitution of the Tribunal or at any stage thereafter but before the evidence stage, mutually agree in writing to have their disputes resolved only through written pleadings, documents and submissions filed by the parties and without an oral hearing.

29.2 Where the parties agree to dispense with oral hearing, the Tribunal must be promptly informed by both the parties in writing as soon as possible.

29.3 Parties may seek discovery of documents if they are not satisfied with existence of documents annexed with statement of claim, reply and counter claim by giving self-contained request to the Tribunal justifying the necessity for such documents. Decision of Tribunal shall be final and binding upon the parties.

29.4 The Tribunal shall have the power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them.

Rule 30 – Witnesses

30.1 The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call and reasons for legal necessity of such witness.

30.2 No party shall call any expert witness without the leave of the Tribunal.

30.3 Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunals.

30.4 A Witness may be required by the Tribunal to testify under oath or affirmation.

30.5 Subject to such order or direction which the Tribunal may make, the testimony of witness may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits.

30.6 Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether,

30.7 The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

Rule 31- Experts Appointed by the Tribunal

31.1 Unless otherwise agreed by the parties, the Tribunal may:

- a. appoint one or more experts to report the Tribunal on specific issues;
- b. require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.

31.2 An expert appointed under Rule 31.1 above shall submit a report in writing to the Tribunal. Upon receipt of such written report, the Tribunal shall deliver a copy of the report to each of the parties and invite the parties to submit written comment on the report.

31.3 Rule 30.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

Rule 32- Rules applicable to substance of dispute where the place of arbitration is situated in India

In an arbitration, the arbitral Tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India;

Rule 33 - Closure of Hearing

33.1 The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to behead or submission to make and, if there are none, declare the hearing closed.

33.2 The Tribunal may also, in view of exceptional circumstance, reopen the hearings at any time before the award is made.

Rule 34 - Additional Powers of the Tribunal

34.1 In addition to the powers conferred by the Act, the Tribunal shall also have the power to:-

- a. Allow any party, upon such terms of as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
- b. Extend or abbreviate any time limits provided by theseRules;
- c. Conduct such enquires as may appear to the Tribunal to be necessary or expedient;
- d. Order the parties to make any property or thing available for inspection
- e. Order any parties to produce to the Tribunal, and to other parties for inspection, and to supply copies of any documents, or classes of documents in their possession, custody, or power which the Tribunal determines to relevant.
- f. Make orders or give directions to any party for interrogatories;
- g. Make orders or give directions to any party for an interim injunction or any other interim measure;
- h. Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory reenactment thereof or such law which is applicable or these Rules.

34.2 If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

Rule 35- Deposits of Costs and Expenses

35.1 The Arbitral Tribunal's fees and SAROD-Ports administration fees shall be ascertained in accordance with the schedule of fees in force at the time of commencement of the arbitration.

35.2 The claimant shall deposit with SAROD-Ports half of the fees payable by it for the arbitration at the time of filing of the statement of claim. The respondent shall deposit with the SAROD-Ports the half of the fees payable by it for the arbitration at the time of filing the Statement of respondent's defence and counterclaim (if any). The balance fees payable shall be paid 60 (Sixty) days before the date of the final hearing or on such other date as the Secretary may direct.

35.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Secretary shall make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available.

35.4 If the arbitration is settled or disposed of without a hearing, the amount of the Tribunal's fees and SAROD-Ports administration fees shall be finally determined by the Secretary who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of.

35.5 The Secretary may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.

35.6 All deposit(s) shall be made to and held by the SAROD-PORTS. Any interest which may accrue on such deposit(s) shall be retained by the SAROD-Ports.

35.7 If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, and it may proceed to determine claims or counterclaims by any party who has complied with orders.

35.8 The parties shall remain jointly and severally liable to the SARODPorts for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

Rule 36 - Decision Making by the Tribunal

36.1 Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If an Arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.

36.2 If there is no unanimity, the same shall be made by the majority Arbitrators as well as by the dissenting Arbitrator alone as if acting as a sole Arbitrator.

36.3 However, in case of a three-member Tribunal the presiding Arbitrator may after consulting the other Arbitrators, make procedural rulings alone.

Rule 37 - The Award

37.1 It will be mandatory for the parties to submit written synopsis of their arguments respectively which will form part of the arbitral proceedings.

37.2 Unless the Secretary extends the time or the parties agree otherwise, the Tribunal shall make its Award in writing within 30 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and shall be signed by the Arbitrator or Arbitrators.

37.3 The Tribunal may make interim awards or separate awards on different issues at different times.

37.4 All Awards must be submitted by the Tribunal to the Secretary and they shall be issued through the Secretary.

37.5 The Tribunal must deliver to the Secretary number of originals of the award sufficient for the parties and for filing with the Secretary.

37.6 The Secretary shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Tribunal and to the SAROD- PORTS.

37.7 By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.

37.8 Stamp duty on award shall be payable by the party in whose favor the award has been pronounced.

Rule 38- Additional Award

38.1 Within 30 days after the receipt of the award, either party, with notice to the Secretary and the other party may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award. 38.2 If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearing or evidence, it shall notify all the parties within 7 days of the

receipt of the request, that it will make and additional award, and complete the additional award within 30 days after the receipt of the request.

Rule 39 - Correction of Awards

39.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Secretary and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.

39.2 If the Tribunal considers the request to be justified, it shall make the corrections within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.

39.3 The Tribunal may correct any error of the type referred to in Rule 39.1 on its own initiative within 30 days of the date of the Award.

Rule 40- Settlement

40.1 If, the parties arrived at amicable settlement of the dispute during the currency proceedings, the parties shall file memo of settlement before the Tribunal who shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award,

40.2 The Parties shall:

- a. Notify the Tribunal and the Secretary immediately if the arbitration is settled or otherwise terminated:
- b. Make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the SAROD-PORTS and the Tribunal.

40.3 If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 38.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless party raises justifiable grounds for objection.

40.4 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties through the Secretary.

Rule 41- Interest

The Tribunal may award interest on any sum awarded at such rate as applicable in fixed deposits of the Nationalised Bank in India in respect of such periods ending not later than the date of the award as the Tribunal considers just.

Rule 42- Costs

42.1 The Tribunal shall have the discretion to determine whether costs are payable by one party to another, the amount of such costs, and when such costs are to be paid.

42.2 The decision of the Tribunal under Rule 37 above shall be made in accordance with the provisions of the Act, as amended from time to time.

42.3 The Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc.) of one party shall be paid by the other party.

Rule 43 – Waiver

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing such non-compliance shall be deemed to have waived its right to object.

Rule 44 - Exclusion of Liability

44.1 The Tribunal, the President, the SAROD-Ports and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

44.2 After the Award as been made and the possibilities of corrections and additional Awards have lapsed or been exhausted, neither the Tribunal nor the President shall be under any obligation to make any statement to any person

about any matter concerning the arbitration, and no party shall seek to make any Arbitrator or the President or the SAROD-Ports and any of its officers a witness in any legal proceedings arising out of the arbitration.

Rule 45- General Provisions

45.1 In all matters not expressly provided for in these Rules, the President, the Secretary and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.

45.2 If any of these Rules is in conflict with a mandatory provision of law applicable to the arbitration or the arbitration agreement from which the parties cannot derogate, that mandatory provision shall prevail.

45.3 The Secretary may from time to time issue Practice Notes on the implementation of these Rules.

Rule 46- Amendment to Rules

These Rules may from time to time be amended by the Governing Body of SAROD-Ports.

SCHEDULE

Fees and other miscellaneous expenses for the Arbitrator of SAROD Ports

S. No.	Particulars of	Amount payable per	Amount payable	Amount payable
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	Fees and misc. expenses	Arbitrator per case where total sum of all claims or counter-claims in the case before Arbitral Tribunal is up to Rs.100 Crore.	per Arbitrator per case where total sum of all claims or counter-claims in the case before Arbitral Tribunal is above Rs.100 crore and up to Rs.500 Crore	per Arbitration per case where total sum of all claims or counter-claims in the case before Arbitral Tribunal is above Rs.500 Crores
1.	Fee	i) Rs.25,000/- per day	i) Rs.40,000/- per day	i) Rs.50,000/- per day
		ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section-29B of Arbitration & Conciliation Act, 1996; or 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by Arbitral Tribunal.	ii) 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by Arbitral Tribunal;	
		Alternatively, the Arbitrator may opt for a lump-sum fee of Rs.5.00 lakh per case including counter-claims	Alternatively, the Arbitrator may opt for a lumpsum fee of Rs.8.00 lakh per case including counter-claims	Alternatively, the Arbitrator may opt for a lumpsum fee of Rs.10.00 lakh per case including counter-claims
2.	Reading Charges – One Time	Rs.25,000/- per arbitrator per case including counter claims.	Rs.40,000/- per arbitrator per case including counter claims.	Rs.50,000/- per arbitrator per case including counter claims.
3.	One time charges for	Rs.25,000/- per arbitrator per case.	Rs.25,000/- per arbitrator per	Rs.25,000/- per arbitrator per

	Secretarial Assistance and incidental charges (Telephone, fax, postage etc.)		case.	case.
4.	One-time charges for publishing / declaration of the Award	Rs.40,000/- per arbitrator.	Rs.50,000/- per arbitrator.	Rs.60,000/- per arbitrator
5.	Other Expenses (As per actual against bills subject to ceiling given below)			
(i)	Traveling Expenses	Economy Class (by Air), First Class AC (by Train) and AC Car (by Road @ 13/Km)		
(ii)	Lodging and Boarding	Rs.15,000/- per day (Metro Cities) or Rs.8,000/- per day (in other Cities) or Rs.5,000/- per day, if any Arbitrator makes own arrangement.		
6.	Local Travel	Rs.2,000/- per day		
7.	Extra Charges for days other than meeting days (Maximum for 2 and half days)	Rs.5,000/- per half-day for outstation Arbitrator.		

Note	<ol style="list-style-type: none">1. Lodging, Boarding and Travelling expenses shall be allowed only for the arbitrator who is residing at least 100 Kms away from the venue of the meeting.2. Delhi, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad shall be considered as Metro Cities.
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