

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

Name of the Tender: "Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier".

e-Tender No. : CME/PD/X/2024

CORRIGENDUM –III

CORRECTIONS / ADDITIONS / DELETIONS, ETC...

[Total Number of Pages: 103]

NOTE :

1. This "Corrigendum" should be read in conjunction with Tender Document reference no. CME/PD/X/2024
2. The due date of submission of bid by the prospective bidders is extended **to 03/10/2024 at 11.30 hrs. and date of opening of bid to 04/10/2024 at 11.30 hrs.**
3. One set of this "Corrigendum-III", along with one set of Corrigendum-II, shall be submitted along with the Techno-Commercial Offer (in Cover-I), duly signed and stamped, as token of acceptance.
4. **Bidders need to submit the tender set issued with this corrigendum and not submit the original tender document uploaded on 21/08/2024** as this "Corrigendum-III" supercedes the conditions in the original tender document.



आईएसओ 9001-2015,
आईएसओ 14001-2015 तथा
आईएसपीएस अनुपालक पत्तन

**MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT**

e-TENDER No. CME/PD/X/2024

e- TENDER FOR

‘Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier.’

THROUGH e-TENDER ON WEB SITE
<https://eprocure.gov.in/eprocure/app>

e-Tender due date of submission on 03.10.2024 at 11.30 hrs

e-Tender opening on 04.10.2024 at 11.30 hrs

**NOTICE INVITING TENDER
INSTRUCTION TO BIDDERS
GENERAL TERMS & CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT
SCOPE OF WORK
ANNEXURES AND APPENDIX**

MORMUGAO PORT AUTHORITY
ENGINEERING MECHANICAL DEPARTMENT

NOTICE INVITING ONLINE TENDER (NIOT)

Name of the Work: ‘Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier’.

1	e-TENDER NO.	CME/PD/X/2024
2	MODE OF TENDER	E-Procurement System (Online Part-I - Techno-Commercial Bid and Part-II - Price Bid) through e-procurement portal https://eprocure.gov.in/eprocure/app
3	Estimated Cost for 19 months	Rs.3,69,28,590/- (Rupees three crore sixty nine lakhs twenty eight thousand five hundred and ninety only) exclusive of GST & fuel.
4	Earnest Money Deposit (EMD)	Rs.4,35,757/- (Rupees four lakh thirty five thousand seven hundred and fifty seven only) inclusive of 18% GST. EMD is exempted for MSE registered vendors as per clause No. 2.2.1(c) of ITB.
5	Tender Fee	Rs.5,900/- (Rupees five thousand nine hundred only) inclusive of 18% GST – Non-refundable. However exempted for MSE as per clause No. 2.2.1(c) of ITB
6	Bid Security Declaration	Bid Security Declaration as per clause No. 2.9.5 to be submitted by MSE bidders
7	Security Deposit	Refer Clause No. 2.20 of the tender
8	Date of closing of e-Tender for submission of Bid.	03/10/2024 at 11.30 hrs. MPA at its sole discretion reserves the right to extend the date of receipt of tender.
9	Date & Time of opening of Technical Bid.	04/10/2024 at 11.30 hrs.
10	Date & Time of opening of Price Bid	To be communicated separately
11	Contract period	Max. period of 19 months or till 31.07.2026 whichever is earlier
12	Validity of Tender	120 days from the date of opening of bid (Tech. Bid)
13	Make in India	Public Procurement (Preference Make in India) order 2017 and subsequent amendments shall be applicable

14	Address for communication:	Executive Engineer (P & D), Office of Chief Mechanical Engineer, Engineering Mechanical Dept., Mormugao Port Authority, A.O. Bldg., Headland Sada, Mormugao, Goa – 403804.
15	Contact Details	<p>For Tender related queries: Phone: 0832-2594227/28/83/57, Email : xenpnd.mgpt@gmail.com</p> <p>For e-tendering help contact: The Help Desk will be your first point of contact at NIC.</p> <p>Telephone: For any queries, please call 24 x 7 Helpdesk No.: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787</p> <p>Email: Kindly send your Technical queries to CPP Portal</p> <p>Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue with the Contact details.</p> <p>For any issues/ clarifications relating to the tender kindly contact Email: etenders@mptgoa.gov.in</p>
16	Website	https://eprocure.gov.in/eprocure/app

Format and Signing of Bid

The Price Bid to be submitted online shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.

The Bid shall contain no alterations/additions, except those to comply with instructions issued by Port.

EXECUTIVE ENGINEER (P&D)
MORMUGAO PORT AUTHORITY

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SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS
ONLINE THROUGH E-PROCUREMENT PORTAL

Tender No.: CME/PD/X/2024

TITLE OF WORK: ‘Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier’

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

A) REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidders then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

C) PREPARATION OF BIDS

- 1) Bidder should take into account any Addendum/Corrigendum published on the tender document before submitting their bids.
- 2) Please go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

D) SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.
- 4) While submitting commercial bid, the BIDDER shall submit the EMD or produce MSME registration certificate, failing which the bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **blue coloured** (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

E) ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Chief Mechanical Engineer for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**EXECUTIVE ENGINEER (P&D)
MORMUGAO PORT AUTHORITY**

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MORMUGAO PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

Tender No. **CME/PD/X/2024**

Limited e-Tenders are invited for ‘Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier’, through CPP Portal www.eprocure.gov.in, through the following Public Sector Undertaking (PSU) in the field only:

1. M/s Konkan Railway corporation Limited, (KRCL)
2. M/s Rail India Technical and Economic Service Limited, (RITES)
3. M/s Indian Port Rail & Ropeway Corporation Limited. (IPRCL)
4. M/s Southwestern Railways (SWR) and
5. M/s Rail Vikas Nigam Limited (RVNL)

For details, Visit Website: <https://eprocure.gov.in/eprocure/app>
www.mptgoa.gov.in

EXECUTIVE ENGINEER (P&D)
MORMUGAO PORT AUTHORITY

MORMUGAO PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

2.0 INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

Limited E- tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by Executive Engineer (P&D) on behalf of Mormugao Port Authority (MPA) (formerly known as Mormugao Port Trust – MPT) from the following five Public Sector Undertaking (PSU) in the field fulfilling the Minimum Qualification Criteria (MQC) for the work of **'Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier'**.

- a) M/s Konkan Railway corporation Limited, (KRCL)
- b) M/s Rail India Technical and Economic Service Limited, (RITES)
- c) M/s Indian Port Rail & Ropeway Corporation Limited, (IPRCL)
- d) M/s Southwestern Railways (SWR) and
- e) M/s Rail Vikas Nigam Limited (RVNL)

2.2 TENDER SUBMISSION:

2.2.1 Technical Bid shall contain the following:-

- a) TENDER FEE (Non-refundable) shall be Rs.5,900/- (Rupees five thousand nine hundred only) inclusive of 18% GST. Payment receipt shall be uploaded along with the Technical Bid. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per Clause No. 2.2.1 (c) below.
- b) Earnest Money Deposit (EMD) shall be Rs.4,35,757/- (Rupees four lakh thirty five thousand seven hundred and fifty seven only) inclusive of G.S.T @ 18%. Payment receipt of the same shall be uploaded along with the Technical Bid. Failure in submission of EMD will render the bidders disqualified, except in the case as per Clause no. 2.2.1 (c) below.
- 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 payment of EMD & tender fee on producing self-attested valid supporting certificates issued by the governing body along with the technical bid.

Note: Exemption towards payment of EMD and Tender fee will be extended only to Micro and Small Enterprises. MSME bidders to submit the Bid Security Declaration format duly filled on letter head as per Annexure-5 along with the Technical Bid, failing which the Bid will be summarily rejected.

- 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) 'Tender Form' – **Annexure – 1**

- g) 'Particulars of Bidder' – **Annexure – 2**
- h) Average Annual Financial Turnover of the firm during the last three (3) years ending 2023-24, along with documentary evidence such as duly self-attested Auditor reports/Audited Balance Sheets/Profit & Loss account statements for all the three years (2021-22, 2022-23 and 2023-24), duly certified by the Chartered Accountant with UDIN no. shall be submitted as per **Annexure-3**.
- i) Experience on successfully completed 'similar works' executed during the last seven (7) years, ending last day of the month previous to the one in which tender is invited, shall be submitted as per **Annexure – 4**, duly certified by the Chartered Accountant with UDIN number. Supporting documentary evidence such as work orders/LoA/ Agreements and also satisfactory completion certificate issued by the client. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification.
- j) Format of Bid security declaration as per **Annexure – 5**. To be submitted by on bidder's letter head by MSE bidders, failing which the bid will be summarily rejected.
- k) 'Format for Proprietorship' – **Annexure – 6**
- l) 'Form of Declaration' – **Annexure – 7**
- m) 'Form of Agreement' – **Annexure – 8**
- n) 'Format for Power of Attorney' – **Annexure – 9**
- o) Specimen 'Bank Guarantee Form for Performance Security/ Security Deposit – **Annexure – 10**
- p) 'Bank Details of the Bidder for e-Payment' – **Annexure – 11**
- q) 'Undertaking on Indemnification' – **Annexure – 12**
- r) Certificate for Tenderers / Bidders sharing land border as per **Annexure – 13**
- s) Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting sharing Land Border as per **Annexure – 14**.
- t) Copies of the valid (active status) GST Registration Certificate, ESI & PF Registration Certificate and PAN card shall be uploaded along with the bid. Format for GST details to be uploaded as per **Annexure – 15**
- u) Duly filled checklist as per **Part – IV**
- v) Information on Litigation, If any.
- w) Declaration letter for Sub contracting as per **Annexure –16**
- x) Pre Contract Integrity Pact as per **Annexure – 17**
- y) Pre contract Integrity Pact (**Annexure –17**): Pre-Contract Integrity Pact (IP) shall cover this Bid throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The Bidders should sign and upload "Pre-Contract Integrity Pact" to be executed between the Bidder and MPA IP would be implemented through the following Independent External Monitor (IEM) for this tender:
Name of the Official: Shri. R. Kuppan, IRSME (Retd.) 12/211
Address (In detail) : No. 7 Old No. 4, Third Cross Street, Trust Puram, Kodambakkam, Chennai – 600 024,
E-Mail ID: rkuppanram@gmail.com
- z) Undertaking for ESIC as per **Annexure-18**
- aa) Undertaking for EPF as per **Annexure-19**

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 price Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for 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, Bid Security Declaration (For MSME bidders), 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 Annexures.

2.3.4 Government owned enterprises may only 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 **MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)**

2.4.1 **FINANCIAL CAPACITY**

The Bidder should have an average Annual financial turnover of at least Rs.1,10,78,577/- (Rupees one crore ten lakhs seventy eight thousand five hundred and seventy seven only) for the 3 financial years of 2021-22, 2022- 23 & 2023-24.

In case of Micro and Small Enterprises/ Start- ups, the Average Annual Financial Turnover shall be at least Rs.55,39,289/-(Rupees fifty five lakhs thirty nine thousand two hundred and eighty nine only) , subject to production of certificate issued by MSME authorities/ DPIIT.

2.4.2 **TECHNICAL CAPACITY**

The Bidder shall have experience and successfully completed at least one similar work of contract value not less than Rs.1,47,71,436/- (Rupees one crore forty seven lakhs seventy one thousand four hundred and thirty six only), exclusive of GST, during last 07 (seven) years ending last day of the month previous to the one in which tenders are invited.

SIMILAR WORKS: "Similar Works" means, the bidder shall have experience in SUPPLY, OPERATION AND MAINTENANCE of Locomotives for hiring on monthly/yearly basis for carrying out shunting operations in Ports, Railway yards, Industries, in any Govt./Semi-Govt./PSUs/Reputed private organizations.

2.5 **RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES**

The contractor may visit the MPA 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 – 6**.

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 No. 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, visited the site and surroundings and 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 Authority 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 accepts 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.4,35,757/- (Rupees four lakh thirty five thousand seven hundred and fifty seven only) inclusive of GST @ 18% as EMD. The payment receipt for the same shall be uploaded along with the bid. 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 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 or
- 2.9.4.2.2 Submit the Performance Security/Security Deposit or
- 2.9.4.2.3 Commence the work on the specified date as per LOA
- 2.9.4.3 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 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;
- 2.9.4.3.1 the successful Bidder is in a breach of any obligation under the bid conditions
- 2.9.4.3.2 the bid is withdrawn or varied or modified by the successful Bidder in a manner not acceptable to the MPA during the validity or extended validity period duly agreed by the Applicant
- 2.9.4.3.3 the successful Bidder made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements
- 2.9.4.3.4 any effort by the Applicant to influence the MPA on bid evaluation, bid comparison or contract award decision,
- 2.9.4.3.5 The MSME Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- 2.9.4.4 the successful MSME Applicant fails within the specified time limit to;
- 2.9.4.4.1 Sign the Agreement or
- 2.9.4.4.2 Submit the Performance Security/ Security Deposit or
- 2.9.4.4.3 Commence the work on the specified date as per LOA.
- 2.9.5 **Bid Security Declaration:** Format of Bid security declaration as per **Annexure – 5** is to be submitted on bidder's letter head by MSE bidders, **failing which the bid will be summarily rejected.**

2.10 **BID VALIDITY:**

The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. MPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by MPA. 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 CPP portal and MPA 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 on the websites. The Bidder shall submit the same along with his Tender duly signed in all the pages.

2.11.3 **Last date for submission of Tender:** MPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.11.4 MPA reserves the right to reject/cancel/postpone/amend any one or all Bids at any stage of the Bid, which shall be binding on all Bidders without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

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 forfeiture of EMD and disqualification of the bidder as per Clause No. 2.9 of Tender Document.

2.14 **TENDERED CURRENCIES:**

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

2.15 **CLARIFICATION TO THE BIDDERS**

Not Applicable

2.16 **TENDER OPENING AND EVALUATION:**

2.16.1 **Opening of Technical Bid:**

1.16.1.1 Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP Portal.

1.16.1.2 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 and 2.4 of ITB; (b) has been properly signed by an authorized signatory holding Power of Attorney in his favour; (c) accompanied by EMD and Tender Fee (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 other bidders presenting responsive bids. The bidder who does not fulfil 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 bid.
- 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 other 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 Employer at their discretion may decide for not asking for any clarification and proceeding with evaluation based on the available documents in the bid submission. All the bidders shall thoroughly study the bid requirements and submit all required information/documents along with the Bid.
- 2.16.2.7 If a Bidder does not provide clarifications on their Bid by the date and time set in the Employer's request for clarification, then the Bid is liable for rejection.
- 2.16.2.8 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 such bidders shall not be opened.
- 2.16.3 **Opening of Price Bid:**
 - 2.16.3.1 Bidders, 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 II,

excluding GST.

- 2.16.3.4 Comparison and Evaluation of Price Bids will be based on the lowest monthly rate quoted by the Bidder (exclusive of GST) as per price bid. If any new tax imposed by the State/Central Govt., same shall be reimbursed by producing documentary proof.
- 2.16.3.5 The bidder who's Price Bid is found to be the Lowest and/or beneficial to the Port Authority shall be considered for award of Contract. The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing/email. On receipt of intimation, regarding acceptance of its bid, the bidder shall submit draft Contract agreement in the format approved by the Port Authority and thereafter the Contract agreement shall be signed between the Port Authority and the successful bidder as per the terms of the tender.
- 2.16.3.6 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.
- 2.16.3.7 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.
- 2.16.3.8 The Bid with any counter conditions will be liable for rejection.
- 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) :-
- 2.16.3.9.1 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.
- 2.16.3.9.2 If L1 is not a Class-I Local Supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of Purchase preference, and the contract shall be awarded to such Class-I Local supplier subject to matching the L1 price.
- 2.16.3.9.3 In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next lower 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 Class-I supplier within the margin of purchase preference matched 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 supplier/Class-II local supplier, as the case may be.

2.17 **AWARD OF CONTRACT**

The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the Lowest evaluated Bid, provided that such bidder has been determined to be; (a) eligible in accordance with the provisions of Clause No. 2.3 and (b) qualified in accordance with the provisions of Clause No. 2.4. The second bidder

(L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

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 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 Performance Security/ Security Deposit in accordance with the provision of Clause No. 2.20.

2.19.3 SIGNING OF THE AGREEMENT

- i) The Contractor shall execute an Agreement with the Authority within 28 days from the date of issue of Letter of Acceptance (LOA). If the Contractor, whose tender has been accepted, fails to execute an Agreement within 28 days or extended time thereafter from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) / Security Deposit (SD) deposited by the Bidder shall be forfeited and the work order will be cancelled and the Bidder shall not be allowed further to participate in the Authority's tenders.
- ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 4 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, pre- bid queries, various clarification letters, written approval by the Authority/ authorities, Amendment to the Contract Agreement and any other conditions as agreed upon by the Authority and the Contractor.

2.20 PERFORMANCE SECURITY/ SECURITY DEPOSIT:

The Contractor shall have to furnish a Performance Security amounting to 10% of the contract value rounded off to nearest 100 rupees in the form of either a Demand Draft, NEFT/RTGS, Insurance Surety Bonds, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (BG) from any Nationalized Bank having branch at Vasco and encashable at local branch at Vasco, in the approved format within 21 days from the date of issue of Letter of Acceptance. If the Performance Security/Security Deposit is in the form of Bank Guarantee, then the same shall be kept valid for a max period of 19 months or till 31.07.2026 whichever is earlier, with a claim period of 180 days thereafter. Failure to comply with the above shall lead to termination of contract and forfeiture of EMD as per Clause No. 2.9 of ITB.

After commissioning of the project, the Performance Security will be converted to Security Deposit. Thereafter, the total Performance Security/ Security Deposit shall be released to the Contractor after successful completion of the Contract/ Guarantee period, deducting any dues payable to the Port.

In case of any default of the Contractor, the Performance Security/ Security Deposit 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.

If the contract is extended at the same rates, terms and conditions of the contract, then the Performance Security/ Security Deposit shall also be extended for the same period plus 180 days claim period.

Note: The 'Penalty for the delay in submission of the Performance Security/ Security Deposit within the stipulated date above shall be at the rate of 0.25% of the amount of Performance Security/ Security Deposit for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission. GST as applicable shall be recovered.

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:

2.21.1.1 "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

2.21.1.2 "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 **CLAUSES FOR COUNTRIES SHARING LAND BORDER WITH INDIA**

2.22.1 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**.

2.22.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, 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.

2.22.3 "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.

2.22.4 The beneficial owner for the purpose of (2.22.3) above will be as under:

- i) 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;
- ii) 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;
- iii) 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;
- iv) 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;
- v) 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.

2.22.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

2.22.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the DPIIT. The contractor shall furnish the certificate as per **Annexure – 14**.

2.23 **THE LAW, WHICH APPLIES TO THE CONTRACT**

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Goa, India.

2.24 **SETTLEMENT OF DISPUTES:**

2.24.1 **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 to refer the disputes to the **Chairman 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 such dispute, difference or claim.

2.24.2 **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 (2.24.1) 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 2.24.3 or 2.24.4.

2.24.3 **Arbitration**

Any Dispute which is not resolved amicably as provided in Clause 2.24.1 and/or 2.24.2 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.

2.24.4 **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 2.24.2 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 2.24.3 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.

Executive Engineer (P & D)

MORMUGAO PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

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 **"Tenderer"/"Bidder"** means a person, society, firm or company willingly participating in tender in given terms and conditions, is Tenderer/ bidder.
- 3.1.2 **"Tender"** means the tender document (both technical and commercial) submitted by the tenderer/ bidder for consideration by the MPA.
- 3.1.3 **"MPA"** means 'Mormugao Port Authority' an autonomous body of the Ministry of Ports, **Shipping** and 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, Mormugao, Headland Sada, Goa.
- 3.1.4 **"Employer"** means Board of Members of Mormugao Port Authority, a body corporate under the **Major** Port Authority Act, 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.
- 3.1.5 **"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.
- 3.1.6 **"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.
- 3.1.7 **"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.
- 3.1.8 **"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.
- 3.1.9 **"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.
- 3.1.10 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.
- 3.1.11 The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- 3.1.12 The **"Drawings"** shall mean the drawings, issued with the specification and from time to time
- 3.1.13 **"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' or as per his authorised representative.
- 3.1.14 **"Approved" or "Approval"** shall mean approval in writing.
- 3.1.15 **"Month"** shall mean English Calendar Month.

- 3.1.16 "**Engineer-in-charge/representative**" shall mean any officer/ Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- 3.1.17 "**Taxes**" means GST, Cess Tax, Entry Tax and any other tax, levy, Fee, Cess imposed by Government (direct or indirect), from time to time.
- 3.1.18 "**Competitor**" means a competitor would be any firm, company, corporation, or individual who is in the same line of business and shares or can potentially share the customers of MPA in a particular catchment area.
- 3.1.19 "**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.
- 3.1.20 "**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%.
- 3.1.21 "**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%.
- 3.1.22 "**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%.
- 3.1.23 "**Margin of purchase preference**" means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.
- 3.1.24 "**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.
- 3.1.25 "**Nodal Ministry**" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- 3.1.26 "**Procurement entity**" means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

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.
- 3.2.3 No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

3.3 **TERMS OF PAYMENT**

- 3.3.1 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.
- 3.3.2 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.

- 3.3.3 In case Government imposes any additional taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence.
- 3.3.4 The payment will be made in ECS mode. A copy of the PAN card, GST Registration, EPF& ESI registration Nos., and IT Returns acknowledgement for previous two years shall be furnished. Wage register, Muster roll, Bank statement, EPF/ESI challans as a proof of payment made to the workers, shall also be furnished, along with the bill.
- 3.3.5 All payments to contractor's workmen shall be made through banks only, and evidence of the same should be submitted along with bill.
- 3.3.6 All payments shall be in Indian Rupees.
- 3.3.7 The bills shall be handed over to the XEN(M) / Mechanical Maintenance Section, for arranging payment.

3.4 **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.

3.5 **TAXES:**

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 It is the responsibility and obligation of the contractor to abide by and comply with all statutory requirements.

3.6 **PERSONNEL:**

The contractor shall deploy the manning as per the duty roster prepared by the Shift In-charge deployed by the contractor and a copy of the same shall be submitted to the EIC or his representative time to time after confirming the same to be displayed on the work places for reference. Instruction Book is to be kept by the Contractor at the site. Any order or instructions issued by the EIC or his authorized representative shall be entered in the book. The contractor shall sign each entry in token of having seen the same. The instructions regarding Maintenance work to be attended in shortest possible time and compliance date to be mentioned in the instructions Book against each item after compliance of the instructions. This shall be returned to the EIC in good condition after the completion of the Contract period.

3.7 **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. Since time is the essence of this Contract, requisite number of labour force has to be kept, so as to complete the Installation, Testing and Commissioning of the equipment within the completion period as stipulated in the tender.

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 CLC (Central) as per the Minimum wages Act. The payment made to the labours by the contractor to be compulsorily made in digital mode.

The 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.

The Contractor shall take utmost care and precautions as regards fire accident while carrying out the works.

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.

The Contractor has to make his own arrangement for engaging all tools & tackles, testing equipment's etc.

3.8 **PAYMENT OF WAGES:**

- (i) Payment of wages to the persons engaged by the contractor shall not be less than the minimum wages applicable to the worker Domestic as per Chief Labour Commissioner (Central). Whenever the minimum wages are revised by the Government as per Minimum Wages Act, during the currency of the contract, the wages paid shall not be less than the revised rates applicable.
- (ii) 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).
- (iii) The wages shall be paid on or before 7th day of every month through the Bank only. Documentary evidence like bank statement of the contractor shall be furnished along with the bills.
- (iv) Wages, OT etc. paid shall be entered in personnel register.

Note: 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. All such costs due to increase in wages by CLC shall be borne by the contractor without any extra cost to MPA.

3.9 **WELFARE MEASURES - EPF, ESI etc.:**

- i. All the workmen of this contract shall be covered with EPF as per the provisions of "The Employees Provident Funds & Miscellaneous Provision Act, 1952".
- ii. All the workmen of this contract shall be compulsory covered as per the provisions of "Employees State Insurance Act, 1948".
- iii. The EPF & ESI contribution of the employees and immediate employer's contribution shall be included in the price quoted by the Bidder.
- iv. 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.

Note: The contribution towards EPF & ESI by contractor shall be on the entire minimum wages (basic wages + VDA).

3.10 **EXIT CLAUSE/ FORECLOSURE**

MPA reserves the right for 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. He shall have to vacate the premises with his/her machineries allotted to the contractor without any compensation.

3.11 **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.

3.12 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.

3.13 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 un-authorized 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.
- iv. 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.

3.14 PERSONAL PROTECTIVE EQUIPMENTS (PPE):

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.

3.15 CONDUCT:

The Contractor, at all times during execution of the 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 neighbourhood 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.

3.16 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, act 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.

3.17 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.

3.18 DISPOSAL OF HAZARDOUS WASTE:

In supplied items, if any part / component needs to be disposed off as Hazardous Waste, Contractors need to share the details of the particular items along with the disposal mechanism.

3.19 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.

3.20 NOTICE:

Same as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman, MPA, shall be issued or taken on his behalf by the official in charge or officer so nominated by the Competent Authority. The contractor shall furnish to the Traffic Department 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.

3.21 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 Officer-In-charge, in part or full, at his sole discretion.

3.22 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 Tender Accepting 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 Tender Accepting Authority, who can amend the MPA’s condition/clause of contract if required.

3.23 SAFETY:

- a) It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
- b) 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.
- c) 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.
- d) No unauthorized person should be allowed to work on the work site.
- e) 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.
- f) The workforce deployed under this contract will be provided and use all the necessary safety gears and equipment for the job.
- g) Bidder/deployed staffs will follow all the required safety procedures while executing the job.
- h) They indemnify the Port for any accidents/incidents while carrying out the contract.
- i) 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.
- j) The Contractor shall insure plant, machinery and workers employed by him during execution of work and submit necessary insurance policies to the Department.
- k) 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.
- l) 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.
- m) 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.
- n) 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.

3.24 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**.

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

3.25 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, but not limited to 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 rate quoted by the Contractor in the Bill of Quantity/ Price Bid 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. The Contractor shall make necessary arrangements for the MPA to witness the payment made by the Contractor to his staff and labour.

3.26 WORKMEN'S COMPENSATION

The Contractor shall indemnify MPA event of the Board of MPA 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.

3.27 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.

3.28 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 No. 2.19.3 & 2.20 of this tender document.
- (iii) The successful Bidder shall furnish the performance guarantee/security deposit as per Clause No. 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.
- 3.29 GENERAL OBLIGATION OF THE PORT:**
In execution of the works, no person other than the Contractor and their employees shall be allowed on the site except by the written permission of the Officer-In-Charge (OIC) or his authorized representative. However the OIC, his authorized representative, other authorities and officials of MPA shall be afforded to inspect all facilities arranged by the Contractor at site.
- 3.30 EXECUTION:**
The Contractor shall execute and do the works set forth as described in the scope of the work and specifications, including any amendments.
- 3.31 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.
- 3.32 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.
- 3.33 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.
- 3.34 WATCH AND WARD:**
During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost.
- 3.35 NO NUISANCE/ANNOYANCE TO OTHERS:**
The Contractor shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the contracted premises.
- 3.36 NO COMPENSATION ON EXPIRY OF CONTRACT PERIOD:**
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.
- 3.37 BANNING OF BUSINESS:**
In case, the successful bidder fails to execute the Contract Agreement, after issue of work order, the business dealings with the bidder will be banned by MPA after following due procedure prevailing at MPA and the same will circulated to all Major Ports of India, in addition to encashing of Bank Guarantee towards Performance Security/ Security Deposit as per Clause No. 2.20 of Tender documents.

3.38 MONITORING AND EXECUTION OF THE CONTRACT:

Upon placement of LOA of the contract, the respective User sections shall be responsible for executing, monitoring the contract, verifying the validity of all mandatory documents pertaining to the manpower and ensuring timely revalidation of documents by contractor wherever necessary, certification and recommendation of bills for payment, verifying Statutory compliances (EPF/ESIC), minimum wages, etc. by contractor, levying of penalties and termination of contract. In case of non-compliance of contract condition and other day-to-day affairs of the contract, the decision of the Controlling Officer shall be final and binding upon the Contractor.

3.39 DEDUCTIONS:

While performing under the contract, the damages caused by the Contractor or his workmen to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Mormugao Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the Contractor. In determination of the damage, the opinion of the User Department shall be conclusive.

3.40 MEMORANDUM OF SETTLEMENT:

The successful Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior approval of Mormugao Port Authority in relation to any work under taken by him in the Port premises.

3.41 DEHIRING.

MPA reserves the right to de-hire the locomotive at any time by giving 1(one) month notice in writing without assigning any reason thereto. The Contractor shall not be entitled for any compensation by reason of such termination.

3.42 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.

3.43 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.

3.44 INTEGRITY PACT

The Bidders will have to submit on the plain paper, the duly filled-in, signed and stamped (on each page) Integrity Pact enclosed at Annexure-17 in electronic format, failing which their offer will not be considered any further. Names of the Independent External Monitors (IEMs) for this tender will be provided, if necessary, after the pre-bid clarification.

3.45 EXTENSION OF CONTRACT:

MPA reserves the right to extend the contract for a further period of one year or more or part thereof at the same rates, terms and conditions with mutual consent of both the parties.

3.46 SITE SAFETY & ENVIRONMENT PROTECTION:

The Contractor, during the execution of the work, shall be solely responsible for complying with all the statutory requirements of Government bodies or Dock safety regulation or any statutory bodies with respect to site health, safety and environment.

3.47 PATENT RIGHTS

- a. The Contractor shall fully indemnify the Port against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, Design, trademark or name, copyright or other protected rights in respect of any machine, Plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.
- b. All payments, or otherwise shall be deemed to be included by the Contractor in the Prices named in the tender and shall be paid by him to whom they may be payable.
- c. In the event of any claim being made or action brought against the Port in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and he shall, with the assistance if he so requires of the Port, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to the Port such security as shall from time to time, reasonably required by the Port to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost which might be payable by Trustees in respect of or as result of any negotiation or litigation.

3.48 LIQUIDATED DAMAGE FOR DELAY IN DELIVERY OF LOCO

In the event of failure by the contractor to deliver the loco within the time stipulated in the contract or by the expiry of any period of extension granted by the Board's terms thereof, the contractor shall pay the Board as Liquidated damage for delay in delivery of the loco to MPA, a sum equivalent to 0.5% per week or part thereof of the total contract price for 19 months or till 31.07.2026 whichever is earlier subject to a maximum of 5% of contract price for 19 months or till 31.07.2026, whichever is earlier, 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 amount will be deducted at the time of making payment to Contractors.

Executive Engineer (P & D)
MORMUGAO PORT AUTHORITY

MORMUGAO PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

4 TECHNICAL SPECIFICATIONS AND INSTRUCTIONS TO THE CONTRACTOR

4.42 SCOPE OF WORK:

- a) Mormugao Port intends to hire 1 no. 1350 / 1400 HP capacity DLW make Diesel Electrical Locomotive with operational and maintenance staff for operation at Mormugao Port Authority for a period of **maximum 19 months or till 31.07.2026 whichever is earlier.**
- b) **Age of the Locomotive:** Not more than 18 years old as on 01.08.2024 and should have carried out M48 schedule in the last 2 years
- c) The locomotive on hire will be the property of the contractor but will remain in premises of MPA, round the clock basis for entire contract period.
- d) The contractor has to operate locomotive using their own operational staff on round the clock basis in three shift pattern.
- e) The contractor has to carry out maintenance of locomotive at his own cost.
- f) 48 non-continuous hours per month will be allotted to carry out any preventive/ breakdown maintenance on the locomotive. Locomotive shall be available for day to day operation during balance period of the month. All efforts shall be made to carryout scheduled maintenance during the lean period of operation.
- g) Only fuel (High speed Diesel) will be provided by MPA at MPA Workshop Baina.
- h) Space for locomotive will be earmarked as per the convenience of MPA. Port will provide parking space free of cost during the contract period.

4.2 SPECIFICATIONS OF THE LOCOMOTIVE:

Sr. No.	Description	Features
1.	Make of Loco	DLW
2.	Type of Loco	Diesel Electric
3.	Horse Power	1350 / 1400 HP
4.	Traction Horse Power	1300 HP
5.	Starting Tractive effort	34 T
6.	Tractive Effort Maximum Continuous	34000 kg(27% Adhension) 30300 kg/30000 kg
7.	Tractive Effort Maximum Continuous	65 Km/Hr 7.85 Km/H
8.	Track Gauge	1676 mm
9.	Control	Microprocessor Control System with integrated creep control.
10.	Max. gradient of Port rail route Radius at Port rail route	1:565 7.5 deg.
11.	Haulage capacity	59 wagons of gross weight 91.6 MT each and one brake van of weight 15 MT

4.3 SUPPLY OF FUEL, SPARES AND OTHER LUBRICANTS:

- a) Contractor shall provide all spare parts/ items/ assemblies/consumables/ Lube oil, greases required to be replaced on the locomotive during maintenance.
- b) Fuel (High speed diesel) will be supplied by the Port. Fuel point is at Baina workshop and timings are 09:00 hrs. to 17:00 hrs. Monday to Friday and 09:00 hrs. to 12:30 hrs. on Saturday. However, contractor should intimate the requirement of fuel 1day in advance. The record of the receipt of the fuel and its utilization shall be maintained by the contractor and submitted to the Port along with the bill.
- c) Recovery in case of excess fuel consumption:
The average fuel consumption limit of 30 ltrs per hour will be considered. If the consumption exceeds the above limit, same will recovered from contractor's monthly bills at the rates prevailing in the market on 1st of the month, for which bill is raised.
- d) Daily check engine log book of the loco against the certification of the MPA Engineer-In-Charge. The drivers of the loco should maintain daily engine logbook as per format designed by MPA. The monthly bills shall be submitted in triplicate to MPA after certification of Port's representative or Engineer-In-Charge.

4.4 STAFF TO BE DEPLOYED ON THE LOCO.

- a) Contractor shall provide minimum one driver (motor man) and one shunting man/greaser (experienced in loco operation & maintenance) in each shift for operation of the locomotive.
- b) The drivers shall be adequately trained in operation of the loco in marshalling yard/ railway siding with full knowledge of automatic railway signaling and telecommunication system.
- c) The drivers of the locomotive along with Port staff deployed shall be responsible for safe working as per working norms in vogue. They will ensure safety of the locomotive, wagons being shunted and other installations where the loco will be working.
- d) One supervisor having proper knowledge of the loco operation and maintenance should be available on the loco during day time and he should be able to come on the site even during night time as and when required. Adequate technical staff shall also be deployed for day today maintenance of loco.
- e) The supervisor should have proper contacts with the loco technical team and spare part dealers so that in case of breakdown of the loco, the loco is put in operation in shortest possible time. The supervisor should be provided with mobile phone.
- f) Leave reserve and reliever for staff for operation of locomotive shall be provided by contractor as per requirement.
- g) Statutory and safety rules shall be observed by the contractor.
- h) Contractor shall follow safety measures strictly as per Government rules and regulations.
- i) Locomotive along with the staff shall be covered under comprehensive insurance. The cost of the same shall be borne by the contractor.
- j) The staff deployed on the locomotive shall be covered under Workmen Compensation Act and other statutory Acts including ESI and EPF.

4.5 TEST CERTIFICATE FOR LOCO:

- (i) The locomotive proposed to be supplied by contractor shall be in rail worthy condition and manufactured **on or after 01.08.2006**. Copy of certificate of manufacture shall be furnished by the Bidder.

- (ii) All the statutory approvals towards transportation of the loco to be offered from the contractors work site to MPA Railway Yard shall be obtained by the contractor and cost towards the same shall be borne by contractor.
- (iii) Details of the latest Major Maintenance checklist (M48) /Breakdown attended on the Loco shall be furnished duly certified by the competent executing agency.

4.6 LIABILITY

- a) Contractor shall provide all the expert technical advice and services required and shall provide suitable personnel for undertaking the services in conformity with the General accepted norms and sound standards of Indian Railways.
- b) Contractor shall arrange at their own cost, employee's liability and Insurance for their Personnel deputed on site as per statutory rules and regulations.
- c) Contractor shall submit all reports to the controlling officer along with the running bills as per the requirement of the Engineer-in-charge.
- d) Contractor shall not have any liability in the matter of delay in receipt or dispatch of incoming or outgoing traffic or any other inconvenience or loss to the siding owners which may be caused by loco ineffective, derailment, accidents etc.
- e) MPA shall provide loco pit facility for maintenance at **free of cost.**
- f) The operational staff of hired loco will be allowed to use existing canteen facilities on par with MPA staff on payment basis.
- g) **Storage area** – MPA will provide storage space at site for storing the spare material, etc. office area, water and electricity on chargeable basis as per schedule of rates of the Port.

4.7 PERIOD OF CONTRACT /COMMENCEMENT OF WORK

- a) The contract shall be for a period of nineteen (19) months maximum or till 31.07.2026 whichever is earlier.
- b) The Locomotive shall be supplied/ delivered by the contractor within 60 days from the date of placement of LOA.
- c) **DATE OF ACCEPTANCE FOR OPERATIONS**
 - i. The supply, delivery and Operations of the locomotive at MPA yard shall be deemed to have been accepted by the Port only after necessary trials for 24 hrs and upon confirmation by the Traffic Department that the locomotive is fit for operations.
 - ii. On confirmation by Traffic Department, the date of commencement of operations/ contract will begin.

4.8 PLANNED MAINTENANCE.

- i) The contractor will be permitted to undertake planned maintenance of not more than 07 days for major maintenance of the loco once in a year for which contractor has to give a notice of 4 days to MPA. No hire charges will be payable during the planned maintenance.
- ii) During planned maintenance, Port will hire alternative loco for operation and the cost of hiring of alternative loco beyond 07 days of the planned maintenance shall be borne by the contractor.
- iii) Alternately, the contractor can deploy alternate loco till the regular loco is put into operation. In such case, regular hire charges as per the contract will be paid.

4.9 PENALTIES.

- (i) 48 non-continuous hours per month will be allotted to the Contractor to carry out any preventive/breakdown maintenance on the hired loco.
- (ii) Hiring charges will not be paid to the contractor for non-availability of the loco beyond allotted 48 hours per month.
- (iii) In addition to (ii) above, a penalty of 10 % of the per hour hire charges of the loco will be levied if the loco is not available beyond allotted 48 hours.
- (iv) Charges towards hiring of SWR loco if hired by the Port once a year for a total maximum period of 07 days to be borne by the Port and beyond 07 days shall be borne by the contractor. For any subsequent occasions of breakdown of the hired loco during the year, necessitating hiring of SWR loco, the hiring charges shall be borne by contractor.

4.10 DEFAULTS & TERMINATION

4.10.1 DEFAULT:

Occurrence of any one or more of the following will be considered as event of default:

- (a) In case the commencement of work cannot be effected within 60 days from the issue of LOA.
- (b) Contractor fails to execute the terms and conditions of the contract and obligations under the contract within the period as specified in the contract, or any extension granted by the Board.
- (c) **If the monthly availability of loco is below 90% for a period of three consecutive months.**

4.10.2 TERMINATION:

- a) In the event of occurrence of default 4.10.1 [(b) & (c)] as mentioned above MPA may proceed for terminating the contract by way of giving 3 months (termination period) notice within which time the contractor will be required to peacefully vacate Port premises and remove equipment deployed by them under the contract from the Port premises. In case of failure on the part of the contractor to do so, MPA shall be at liberty to remove such equipment from the dock premises and to keep the same at any location convenient to MPA. Necessary charges for such removal and rent for keeping of the same shall have to be paid in full by the contractor before taking possession of such equipment. Also, in such event, the contractor shall not be entitled to claim any compensation from MPA for any damage that may occur during such removal and keeping of the equipment at any location by MPA. Also in case of termination of the contract the security deposit will be forfeited.
- b) During the notice period of 3 months as at 4.10.1 [(b) & (c)] above, the contractor may be asked by MPA to continue to discharge its obligations under the contract which the contractor would be capable of performing and as may be mutually agreed upon with the object, as far as possible, of ensuring continued availability of the facilities and services to the port users in the wake of gradual winding up of the entire set-up of the contractor.
- c) No compensation shall be paid by MPA to the contractor in the event of termination of the contract.
- d) If after termination, any amount is due to be paid by MPA to the contractor, the same shall be paid after adjustment of the dues and damages receivable by MPA from the contractor.

4.11 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 Contractor.
 - 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.
 - d. 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.
 - e. The policy will be having claim series clause and extended notification clause with cross liability extension.
- ii)** MPA (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, if applicable, 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.

If contractor is not registered under ESI/EPF then undertaking on letterhead as per Annexure - 18 &19 shall be furnished.

- 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.

4.11 ACCIDENT/DERAILMENT OF LOCO.

If the hired loco gets involved in any sort of accident/derailment taking toll of life or material or both or creating dislocation of operation owing to inadvertent operations or loss of alertness, a joint inspection of the incident will be carried out by a team comprising of representative of Traffic, Civil Engineering and Mechanical Engineering Department of the Port and the contractor. During the inspection, if it is found that the cause of accident is due to failure of loco or faulty operation of loco, the contractor will be responsible to make good any loss caused to the third party including Port property and personnel and the locomotive. In case any derailment caused due to failure in operation of loco, cost towards re-railment of loco and rectification of the track if any shall be borne by the contractor.

4.12 SUB CONTRACTING:

The Bidder shall not assign or sublet or transfer the Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, other than raw materials or for any part of the work involving OEM, provided that, the Bidder shall not be relieved from any obligation, duty or responsibility under the Contract. Declaration to be submitted as per ANNEXURE 16.

4.13 FACILITIES PROVIDED BY PORT

- (i) The Port will provide single / 3-phase power supply to the Loco for maintenance purpose on payment basis based on the tariff declared by the Port every month. Prevailing Tariff rate is Rs. 8.97/- per unit and an additional service charge of 20% on the rate per unit will be also applicable.
- (ii) The Pit facility for maintenance will be free of cost.
- (iii) Water for cleaning purpose shall be arranged by the contractor at his own cost or may be provided by the Port subject to availability on chargeable basis as per prevailing rates.
- (iv) Office premises and store rooms will be provided by Port on chargeable basis as per the prevailing rental Tariff. If the existing rental rates are revised in future by the Port, same will be applicable.
- (v) Accommodation to the contractor / his Employees, if required, shall be provided in the Port quarters, on chargeable basis as per the prevailing Scale of Rates (SOR).
- (vi) MPA shall provide Harbor Entry Permit (HEP) free of cost.

4.14 TERMINATION OF CONTRACT BY MUTUAL CONSENT:

The contract can be terminated on mutual consent for whatever reasons by either parties by giving 6 months prior notice.

**EXECUTIVE ENGINEER (P&D)
MORMUGAO PORT AUTHORITY**

MORMUGAO PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

5 SPECIAL CONDITIONS OF CONTRACT (SCC)

- 5.1 Working in the Water Front Area: The Contractor shall contact and coordinate his work with the other agencies working in the area. He shall abide by all Port regulations that may be enforced from time to time and coordinate his work in consultation with the Port and other user agencies at Terminal. Any damage to the Port's structures/ equipment or to other works caused at the time of carrying out hiring activities by his staff shall be made good by the Contractor at his own cost to the complete satisfaction of the EIC immediately failing which the cost of such damages will be recovered from the contractor's monthly bill.
- 5.2 **Welfare Facilities:** The Contractor shall provide welfare measures to his workmen as applicable.
- 5.3 **Precautions to be Taken:** It will be entirely the contractor's responsibility to provide personal protective equipment to his staff and labour force, take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Major Port Authorities 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.
- 5.9 Mormugao Port Authority has the absolute right to inspect the hiring contract at any time. Any abnormal condition observed in operation or maintenance of these facilities during such inspection shall be rectified by the Contractor immediately as directed by the EIC or his representative.
- 5.10 The Contractor shall be accountable for all losses occurring to the Port during the contract period due to negligence or mal-operation of the systems.
- 5.11 The Contractor shall comply with all the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of but not limited to the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition Govt. of Goa Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act etc. The Workmen Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the MPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- 5.12** The Contractor is liable to pay all Statutory Compensation to the Laborers/persons engaged by him for the satisfactory execution of the works. If any claim is made against Mormugao Port Authority on this work, the Port shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 5.13** The Contractor shall indemnify the Mormugao Port Authority for any claim made towards statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., ESI etc.
- 5.14** The Contractor shall take utmost care and precautions as regards fire accident while carrying out the hiring contract. 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 personnel strictly adhere to the instructions given by the EIC or his representative from time to time.
- 5.15** The Contractor shall engage the personnel as per the Manning roster round the clock during the contract period for hiring of the loco at MPA as per requirement. If any personnel in a particular category is absent in any of the shifts, the contractor shall engage a substitute from the same category, else the concerned category personnel shall be treated as absent and the deduction of daily wages as per minimum wages of CLC for non-supply of manpower shall be made for that particular category of manpower. In addition, damage charges of 1.5 times the minimum wages of that particular type of manpower category shall be recovered from the contractor.
- 5.16** If any staffs deployed under contract misbehaves/ doesn't obey the orders of EIC, the contractor shall be intimated to issue warnings 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 remove 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' as per Clause No. 5.15 above shall be imposed from the 4th day of issuance of second notice to the contractor, from the payment due to the contractor till such appointment has been made.
- 5.17** No cooking is permitted inside the plant. 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 EIC or his representative.
- 5.18** Contractor's staffs 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 etc.
- 5.19** 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 Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, IE Act 1956, etc.
- 5.20** 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 CLC (Central) as per the Minimum wages Act. The payment made to the labours by the contractor to be compulsorily made in digital mode.

- 5.21 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.
- 5.22 In case of theft and/or damage to MPA assets provided to the contractor as per the contract terms during the currency of the contract, or any other assets of the Port, on account of any negligence of duty by the Contract Workmen, the Damage charges shall be equal to twice the sum of amount as assessed by MPA for said theft and/or damage.
- 5.23 The contractor shall ensure the system readiness round the clock. Maintenance of all the equipment needs to be carried out such that, the system readiness is not compromised.
- 5.24 NON-PAYMENT OF DAMAGE CHARGES/ PENALTY AMOUNT:**
- 5.24.1 The damage charges/penalty arising out of any reason shall be deposited by the Contractor within 30 days from receipt of such intimation from MPA. Non-deposit of damage charges for non – compliances/ penalty within the specified time will attract interest as per SOR from the date of default and shall be resulted in one or any combination of following actions which will be taken by MPA.
- 5.24.2 Adjusting from Security Deposit by encashing the Bank Guarantee towards Security Deposit (SD). The balance amount of Security Deposit shall be readjusted. Thereafter, new BG having validity as of earlier BG shall be submitted by the contractor.
- 5.24.3 Invocation of Clause No. 3.36 & 4.10.2 of the tender document.
- 5.25 The Contractor shall take utmost care and precautions as regards fire accident while carrying out the works. While carrying out works in enclosed areas, the fragile roof permit has to be obtained from Port's Civil Dept. before commencement of work.

Executive Engineer (P & D)

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form and to be 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 '**Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier**', We the undersigned, offer to execute the hiring 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 issue of the letter of acceptance, Performance Security/ Security Deposit 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 28 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 as per instructions. (for non-MSE) (Strike out if not applicable).
6. We have submitted the Bid Security Declaration and MSME registration certificate claiming exemption towards payment of EMD as per instructions. (for MSE registered vendors.) (Strike out if not applicable).
7. 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/Security Deposit 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 28 days or extended time thereafter from the date of issue of the letter of acceptance, , the deposit of Earnest Money shall stand forfeited to the Authority.
8. We hereby undertake that the work of '**Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier**' will be commenced within 60 days from the date of issue of Letter of Acceptance (LOA) or within the extended period, if any, as decided by the Competent Authority, MPA failing to comply the above strict action may be taken if necessary i.e. EMD may be forfeited, contract shall be terminated and contractor shall be debarred for participation in Tendering process at the Port for a period not exceeding 3 years as decided by the Competent Authority, MPA.

9. We agree that the payment shall be made directly to us by the Port Authority in Rupees.
10. 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)

Signature:

Witness

Address:

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	

Sign and Seal of the Bidder/ Bidders Authorised representative

FINANCIAL TURNOVER

Bidders 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. 2021-22, 2022-23 and 2023-24.

Financial Year	Annual Turnover (Rs. Lakhs)
2021-2022	
2022 - 2023	
2023 - 2024	
Average Turnover	

Note: In support of submitted information, copies of Auditor reports/Audited Balance Sheets/Profit & Loss account statements, duly certified by the Chartered Accountant with UDIN no., 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. List them below and attach copies.
- ii) A statement duly certified by the Chartered Accountant showing the average Financial Turnover of the Tenderer/ bidder over the last three Financial years 2021-22, 2022-23 and 2023-24.

Name of the Statutory Auditor:

Signature & Seal of the Statutory Auditor:

UDIN No:

Ph. No:

Email ID:

Signature & seal of the bidder:

PRE – QUALIFICATION OF BIDDERS

PAYMENT RECEIPT DETAILS OF M/s _____ (firms name) CERTIFIED
BY STATUTORY AUDITOR

Name of the Work: "Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier'

Tender No.: CME/PD/X/2024

Details of payment received for the completed similar work (For similar work, please refer Clause No. 2.4.2 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 Sl. 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 – 4** 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:

Telephone No.:

Email ID:

NOTE:

1. The bidder has to submit the details of payments received for the works executed in **Annexure-4** 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-4. 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-4.

Note: The BOQ & scope of work supporting the LOA/work order/Agreements should have Clients endorsement.

3. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be produced for verification.
4. The works declared by the bidder in **Annexure-4** only shall be considered for technical qualification of the bidders. **LOA /Work orders/Agreements other than the ones mentioned in this Annexure-4 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.**
5. Additional sheets may be used if necessary.
6. Even though the Bidders meet the qualifying criteria as per Clause No. 2.4, they are subject to be disqualified with forfeiture of EMD/debarring MSME bidders, duly informing MSME authorities in case of MSME, if they have :
 - 6.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - 6.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

BID SECURITY DECLARATION FORM*(To be executed on bidder's letter head)*

Date: _____

Tender No.: **CME/PD/X/2024**

To,

The Executive Engineer (P&D),
MPA, Headland Sada Vasco.

Sub. : "Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier".

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. Fail to 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)

FORMAT FOR PROPRIETORSHIP

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

Sir,

Name of the Work: **‘Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier’**

Ref.: Tender No. **CME/PD/X/2024**

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.

Sign and Seal of the Bidder/ Bidders Authorised representative

FORMAT FOR DECLARATION
(To be executed on bidder's letter head)

To,

Name of the Work: **"Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier"**

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 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/PD/X/2024** 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): _____

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 **‘Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier’.**

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. Instruction to Bidder
 - b. General Conditions of Contract
 - c. Technical Specifications
 - d. Special Conditions of Contract
 - e. Price Schedule/ Price bid (BOQ)
 - f. Letter of Acceptance (LOA)
 - g. Acceptance of LOA by Contractor
 - h. Purchase Order
 - i. 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) _____

(To be executed on non-judicial Stamp Paper of Rs. 500/-)

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
**'Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400
HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max
period of 19 months or till 31.07.2026 whichever is earlier'** 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)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY/ SECURITY DEPOSIT

(Bank guarantee bond to be issued by nationalized banks only)

In consideration of the Board 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** 180 days 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)

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)	

Sign and Seal of the Bidder/ Bidders Authorised representative

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 un-authorized 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

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. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorised representative

**Certificate for Tenderers / Bidders for Works involving possibility of sub-contracting
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 and on sub-contracting to contractors from such countries; I 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) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the DPIIT. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the DPIIT shall be attached.]”

Sign and Seal of the Bidder/ Bidders Authorised representative

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 Levy 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.

Signature

Place: _____

Date: _____ (Name: _____)

DECLARATION LETTER FOR SUB CONTRACTING

(To be executed on Bidder's letter head)

To Whomsoever It May Concern

I/We.....undertake that I/We shall not assign or sublet or transfer the Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, other than raw materials or for any part of the work involving OEM, provided that, I/we shall not relieve from any obligation, duty or responsibility under the Contract.

(Attested signature of Mr. _____)

For _____
(Name of the bidder along with Stamp & Seal)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____, between, on one hand, the Board of Authorities of MORMUGAO PORT AUTHORITY acting through Shri _____, Chief Mechanical Engineer, MORMUGAO PORT AUTHORITY (hereinafter called the 'BUYER/EMPLOYER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the 'BUYER/EMPLOYER' has invited bids for “**Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier**” and the BIDDER is submitting his bid for the same and

WHEREAS the BIDDER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'BUYER/EMPLOYER' is MORMUGAO PORT AUTHORITY.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'BUYER/EMPLOYER' to obtain the desired said stores/equipment/services/works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'BUYER/EMPLOYER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the 'BUYER/ EMPLOYER'

- 1.1 The 'BUYER/EMPLOYER' undertakes that no official of the 'BUYER/EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, Organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any

attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the 'BUYER/ EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/ EMPLOYER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/ EMPLOYER' the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid /contract.
- 3.5 The BIDDER further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/ EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/ EMPLOYER' as part of the business relationship, regarding plans, technical bids and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.
- 3.14 The BIDDER after signing IP shall not approach the courts while representing the matters to IEM's and he/she shall await their decision in the matter.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money /Security Deposit

- i. While submitting commercial bid , the BIDDER shall deposit an amount____ (to be specified in BID DOCUMENT Document) as Earnest Money/Security Deposit, with the 'BUYER/EMPLOYER' through e-payment
- ii. or through any other instrument (to be specified in the BID DOCUMENT Document).
- 5.1 The Earnest Money/ Performance Security shall be valid up to a period of ____months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the 'BUYER/EMPLOYER', including Guarantee period, whichever is later.
- 5.2 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.3 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDER on Earnest Money/Performance Security for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the

'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The disqualification of bidder and debarring for a period of three years duly informing MSME authorities if applicable and forfeiture of Performance Security/Performance Bond (after the contract is signed) either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the 'BUYER/EMPLOYER', and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall, be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

8. Independent Monitors

- 8.1 The 'BUYER/EMPLOYER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
Name of the Official: Shri. R. Kuppan, IRSME (Retd.)
Address (In detail) : No. 7 Old No. 4, Third Cross Street,
Trustpuram, Kodambakkam, Chennai – 600 024,
E-Mail id : rkuppanram@gmail.com
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'BUYER/EMPLOYER'.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER/EMPLOYER', including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The 'BUYER/EMPLOYER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of 'BUYER/EMPLOYER' within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / EMPLOYER / BIDDER and, should the occasion arise, submit bid s for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'BUYER/EMPLOYER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'BUYER/EMPLOYER'.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'BUYER/EMPLOYER' and the

BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 If the BIDDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13. The parties hereby sign this Integrity Pact at _____ on ____/____/2024

BUYER/EMPLOYER

BIDDER

Name of the Officer
and Designation

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____
2. _____

1. _____
2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER/ EMPLOYER in regard to involvement of Indian agents of foreign bidders.

UNDERTAKING FOR ESIC

ESIC Certificate

-----is a Public sector undertakings (PSU) has own health and social security schemes for employees and this is not administered by ESIC. This is to certify that all the employees of -----, along with their dependents, are benefitting from medical facilities.

(Sign and seal of bidder)

Date :

UNDERTAKING FOR EPF

EPF Certificate

----- is a Public sector undertakings (PSU) do not have Employees' Provident Fund (PF) numbers because ----- has own retirement benefit schemes in place for employees, which is not governed by the Employees' Provident Fund Organization (EPFO). -
----- has own provident fund or pension schemes managed internally.

This is to certify that all employees including contract employees of ----- have PF/NPS facilities.

(Sign and seal of bidder)

Date :

PRICE BID

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

(ITEM RATE BILL OF QUANTITIES)

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

Name of Work: 'Limited tenders through CPP Portal, for Supply, Operation and Maintenance of 1no. 1350/1400 HP capacity Diesel Electric Locomotive on Hire basis at Mormugao Port Authority for a max period of 19 months or till 31.07.2026 whichever is earlier'.

Name of the Bidder/ Bidding Firm/Company:				
<u>SCHEDULE OF PRICES AND QUANTITIES</u>				
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #
S. No.	Item Description	Units	Quoted Rate in Rs. P	Total in Figures
1	2	3	4	5
1	Monthly charges towards 'Hiring of 1 no. 1350/1400 HP capacity Locomotive for port operation for maximum 19 months or till 31.07.2026 whichever is earlier'	Monthly		
Total Quoted Rate in Figures:		INR:		
Total Quoted Rate in Words:		INR:		

Date:

Signature:

Place:

Name:

Address:

Stamp & Seal of the Bidding Firm/Company:

NOTE: Above rates are exclusive of GST which will be paid extra as applicable.

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

The details for processing the payment through NEFT/RTGS/Net Banking 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	Tulshidas Palyekar(Sr. Accounts Officer) 9823694822, 2594421
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

CHECK LIST

Tender No.: CME/PD/X/2024

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

DETAILS OF DOCUMENT TO BE SUBMITTED		YES	NO	
TECHNICAL BID	1	E-payment receipt of EMD & Tender fee or supporting document for exemption of Tender fee.		
		Bid Security Declaration by MSE bidders		
	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.		
	4	Certificates		
		a) Valid (active status) GST Registration Certificate		
		b) Pan card copy		
		c) Employees State Insurance Registration certificate		
		d) Employee Provident Fund Registration Certificate		
	5	Entire tender Document, signed with seal on each page by the bidder along with corrigendum/addendums, if any		
		a) Annexure – 1		
		b) Annexure – 2		
		c) Annexure – 3		
	d) Annexure – 4			
	e) Annexure – 5			
	f) Annexure – 6			
	g) Annexure – 7			
	h) Annexure – 8			
	i) Annexure – 9			

	j) Annexure – 10		
	k) Annexure – 11		
	l) Annexure – 12		
	m) Annexure – 13		
	n) Annexure -14		
	o) Annexure -15		
	p) Annexure -16		
	q) Annexure -17		
	r) Annexure -18		
	s) Annexure -19		
	t) Test Certificate for Loco		
PRICE BID	PART-II - Price Schedule (Online Mode Only)		

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

SR NO.	NAME OF THE SCHEME
1.	Deen Dayal Swasthya Seva Yojana

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.

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

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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 of 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 SAROD-Ports. 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 SAROD-Ports.

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 favours 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 ail 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 be heard 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 these Rules;
- 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 be 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 re-enactment 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 SAROD-Ports 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 an 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 Fees and misc. expenses	Amount payable per Arbitrator per case where total sum of all claims or counter-claims in the case before Arbitral Tribunal is up to Rs.100 Crore.	Amount payable 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	Amount payable 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	<p>i) Rs.25,000/- per day</p> <p>ii) 25% extra on fee at (i) above in case of fast-track procedure as per Section-29B of Arbitration & Conciliation Act, 1996;</p> <p>or</p> <p>10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by Arbitral Tribunal.</p> <p>Alternatively, the Arbitrator may opt for a lump-sum fee of Rs.5.00 lakh per case including counter-claims</p>	<p>i) Rs.40,000/- per day</p> <p>ii) 10% extra on fee at (i) above if award is published within 6 months from date of entering the reference by Arbitral Tribunal;</p> <p>Alternatively, the Arbitrator may opt for a lump-sum fee of Rs.8.00 lakh per case including counter-claims</p>	<p>i) Rs.50,000/- per day</p> <p>ii) 10% extra on fee at (i) above if award is published within 6 months from the date of entering the reference by Arbitral Tribunal.</p> <p>Alternatively, the Arbitrator may opt for a lump-sum fee of Rs.10.00 lakh per case including counter-claims</p>
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	<p>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.</p> <p>2. Delhi, Mumbai, Chennai, Kolkata, Bengaluru and Hyderabad shall be considered as Metro Cities.</p>			