

**I N D E X**  
**VOLUME - II**

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## **Chapter -V**

### **Contract**

#### **Section - I**

##### **1. Introduction**

1.1 Sections 33 and 34 (1) of the MPT Act set forth the powers of the Board to enter into contracts and these are detailed below :

Sections 33 : subject to the provisions of section 34, a Board shall be competent to enter into and perform any contract necessary for the performance of its functions under this Act.

Section 34 (1): every contract shall, on behalf of a Board, be made by the Ch and shall be sealed with the common seal of the Board :

Provided that no contract whereof the value or amount exceeds such value or amount as the Central Government may from time to time fix in this behalf shall be made unless it has been previously approved by the Board:

1.2 Subject to the provisions of sub-section (1), the form and manner in which any contract shall be made under this Act shall be such as may be prescribed by regulations made in this behalf.

1.3 Again section 93 (1) and section 94 empower the Board and the Chairman to direct the execution of any work the cost of which does not exceed such maximum limit as may be fixed by the Government in this behalf and enter into contracts for the execution of such works. The clarification in regard to the difference of power to be enjoyed by Board and Chairman can enter into a contract for execution of a work upto a limit fixed by the Central Central Government in this behalf, section 34 (1) applied to other contracts entered into by the Chairman other than those for the works. Section 94 also required that in every such case of direction for execution of work and entering into contracts for the same, the Chairman should as soon as possible made a report to the Board of any such directions given on contracts entered into by him. Pursuant to the above, a quarterly report is required to be put up to the Board detailing therein the tenders accepted by the Chairman/ Dy. Chairman/CE.

1.4 For the purposes of section 31 (1) as also 94, the Central Government has fixed a limit of Rs. 50 crores for the Board to enter into a contract in respect of any new work or appliance. The Central Government further have fixed a maximum limit of Rs.4 crores for the Chairman to enter into a contract on behalf of the Board for works .To enter into contract for acquisition, sale of immovable property, the Board has full powers, subject to Government's sanction having been obtained to estimate under section 83 read with section 92 of MPT Act 1963 and the Chairman has been delegated power upto Rs. 4 crores.

## **2. Delegation of Powers**

The Major Port Trusts Act does not specify in the Act itself the monetary limits up to which and the conditions and restrictions subject to which the Board and the chairman can exercise powers as regards execution of works, provision of appliances, purchase of stores, or entering into contracts, compounding or compromising of claims, incurring of expenditure without its being included in the Budget Estimates, etc. The Major Port Trusts Act gives powers to the Central government to fix the monetary limits up to which the Boards and the Chairman can exercise financial powers and specify the conditions and restrictions subject to which they could exercise these powers. Section 21 of the Major Port Trusts Act provides that Board may, with the approval of the Central Government, specify (a) its powers and duties which may also be exercised or performed by the Chairman, and (b) the Chairman's powers and duties, which may also be exercise or performed by the Dy. Chairman or HOD/any Officer of the Board and the conditions and restrictions, if any, subject to which such powers and duties may be exercised or performed, under the supervision and control of the Chairman. The monetary limits which have been approved by the Government under the Act as also the delegations of powers which have been approved by the Board for which sanction of the Government has been received are enumerated in the tables appended. Certain clarifications in regard to the operation of these delegations have been given at appropriate place.

Powers delegated under the Major Port Trusts Act, 1963 in so far as the Chief Engineer's department is concerned

MOSRTH, Department of Shipping, Road Transport & Highway's letter No.PR-17011/1/2005-PG dated 24<sup>th</sup> August, 2005 and MPT Secretary's Office Order no.91 under ref.no.27.GA(15)/91/7815 dated 16.12.1991.

2.1 To direct execution of works, formulate proposals and estimates and incur expenditure

Sl. No.	Nature of Powers	Authority to which power delegated	Extent of power delegated	Ref. to Section of MPT Act 1963	Remarks
1	To direct Execution contract on behalf of Board	Board Chairman	Full powers Rs.4.00 crores	Section 34	
2	Powers to raise loans	Board Chairman	No powers  -	Section 66 of MPT Act	Board can raise loans upto an amount equal to annual revenue receipts of the previous financial year.
3	Power of Board to take temporary loans or overdrafts	Board Chairman	Rs.3.00 crores  -	Section 85 of MPT Act	Board can raise loans upto an amount equal to 20% of the approved annual budget of the Port.

4	Powers of Chairman to execution of works.	Chairman  Dy. Chairman  Chief Engineer	Rs.4.00 crores  Rs.10.00 lakhs  Rs.1.00 lakh	Section 94 of MPT Act.	
5.	Power of Board to compound or compromise claims	Board    Chairman	Rs.80.00 lakhs in each case subject to ceiling of Rs.8.00 crores in a year.    No powers	Section 95 of MPT Act.	
6.	Writing 'off of losses	Board    Chairman	Rs.1.6 crores in each case subject to a maximum Rs.16.00 crores per financial year.    Rs.8.00 lakhs in each case subject to an aggregate of Rs.1.6 cores per financial year.	Section 96 of MPT Act.	

7.	Adherence to estimate except in emergency	Board	Rs.80.00 lakhs in each case subject to a ceiling of Rs.8.00 crores in a year to spend where such sum is not included in the estimate.	Section 101 of MPT Act.	
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## 2.2 Existing Delegations under various Office Orders and Circulars

MOST letter no.PR-17011/2/98-PG dated 24.10.2000, FA & CAO/MPT's letter no.FA/CWC/25/2001 dated 5<sup>th</sup> March, 2001 and even ref.no. dated 16.08.2001 & Secretary/MPT's Office Order no.2-GA(3)/52/A/92/3574 dated 17.6.1992 and FA&CAO/MPT's Office Order no. FA/IT(7-ERP)/2009/526 dated 18.12.2009 and in accordance with terms & conditions of the contract approved by the Board (Volume I-GCC

## 2.3 Purchase of stores

Sl. No.	Matter	Competent Authority	Extent of power delegated	Other Conditions
1	Indenting on MM of Stock items and non-stock items including tools & plants.	Chairman & Dy. Chairman Chief Engineer Dy. CE Executive Engineer	Full powers  Upto Rs.25,000/- per indent Rs.10,000/- per indent. Rs.5,000/- per indent	By engaging any party to get the work in times of need. Subject to obtaining three quotations.



2.	To make direct purchases locally of stores & materials and to incur expenditure on petty miscellaneous items of contingencies	Chairman / Dy. Chairman  Chief Engineer	Full powers  Rs.4,000/- in each case	
3.	To sanction purchase of office furniture, fixtures, equipment.	Chairman / Dy. Chairman	Full powers	Register should be maintained to watch that the sanctions accorded do not exceed the prescribed budgetary limits where the Dy. Chairman's sanction is necessary. Proposal should be sent through FA&CAO purchase in all cases should be made through Materials Manager.

2.4 Acceptance of tenders for works and stores & operation of contracts:

Sl. No.	Matter	Competent Authority	Extent of power delegated	Other Conditions
1.	To approve the list of contractors for execution of civil works	Chief Engineer	Full powers	By advertisement in the press and review list regularly (once in

	without inviting tenders by advertisement and fix the fees to charge the contractors for inclusion in the approved registered list			5 years).
2.	To sanction payment of fees for laboratories for testing of materials etc.	Chief Engineer / Dy. Chief Engineer	Full powers	As per terms & conditions of the contract.
3.	To sanction post tender, secured advance against the materials, etc.	Chief Engineer / Dy. Chief Engineer	Full powers	As per terms & conditions of the contract.
4.	To sanction part rates for partially executed items of a tender.	Chief Engineer / Dy. Chief Engineer	Full powers	--
5.	Certification interim bills	Dy. Chief Engineer  Supdtg. Engineer  Executive Engineer	Full powers in respect of the work accepted by the Chairman / Dy. Chairman / Chief Engineer	
6.	Certification of final bills.	Chief Engineer / Dy. Chief Engineer	Full powers for all the contract works.	

7.	Award of quotations for urgent works.	Chief Engineer	Upto Rs.10,000/-  Rs.25,000/-  Upto Rs.50,000/-	By engaging any party to get the work in times of need.  Subject to obtaining three quotations  After obtaining quotations from registered contractors with the Port Trust.
8.	To sanction extras work done that may be necessary for completion of the work.	Chief Engineer	Within the limits of 10% of the contract	Tender and sanctioned estimate not to be exceeded by more than 10%.
9.	To execute deposit works	Chairman & Dy. Chairman	Full powers	i) Deposit work undertaken subject to the work is incidental to lease granted by the Port Trust or the work is carried out on behalf of the Government or public body or work is of minor nature carried out at the request of Port Trust employees. ii) Only after receipts of deposits. Section 93 7 94 of

				MPT Act. Section 94 of MPT Act. Section 94 of MPT Act. Section 101 Subject to report to the Central Government Subject to budget provision.
10.	To sanction excess work quantities specified in tenders in case of accepted tenders for the work or appliance.	Dy. Chairman  Chief Engineer	Full powers  Up to 10% of the contract .	Provided that the resultant increased expenditure does not increase the value of the tender and sanctioned estimate more than 10%.
11.	To sanction modification of minor nature in the specifications of individual items of an accepted tender for work or appliance and to determine the additional amount due to, or the rebate due from the contractor for such modification.	Chairman  Dy. Chairman  Chief Engineer	Full powers  Full powers  Up to 10% of the contract amount .	Subject to resultant increased expenditure does not increase the value of the tender and sanctioned estimate more than 10%.

12.	To grant extension of time	Chairman / Dy. Chairman  Chief Engineer	Full powers in respect of contracts accepted by the Board.  Full powers in respect of contracts accepted by Chairman / Dy. Chairman	
13.	To charge expenditure to Capital Account	Board  Chairman	Full powers  --	
14.	To sanction the expenditure in a pressing emergency	Chairman	Full powers	Subject to report to Board.
15.	Formulation and submission of proposal / estimates for the works to the Chairman / Dy. Chairman / Board, etc.	Chief Engineer	Full powers	Subject to budget provision
16.	To bear departmental expenditure incurred for carrying out minor repairs to Port Trust properties damaged by outside parties.	Chairman / Dy. Chairman  Chief Engineer	Full powers  Rs.1.00 lakh	Subject to budget provisions.

17.	To incur expenditure on maintenance & upkeep of and repairs to furniture & equipment	Chairman / Dy. Chairman Chief Engineer	Full powers Rs.1.00 lakh	Subject to budgetary limits
18.	To grant exemption from payment of Earnest Money Deposit and Security Deposit for works and purchase of stores.	Chairman / Dy. Chairman	Full powers	
19.	To sign Contract Agreements, Deeds or instruments for execution of works, hire or provisions of appliances duly sanctioned by Competent Authority	Chairman / Dy. Chairman Chief Engineer	Full powers Full powers	In respect of contracts pertaining to CE's department and entered into by them or Chairman /Dy. CH / Board.
20.	To enter into acquisition, leasing, licensing, sale of immoveable property.	Board Chairman	Full powers Full powers	Subject to sanction by the Government
21.	To incur expenditure on fans, wall clocks, time pieces	Chief Engineer	Full powers	Subject to budget provision

22.	To incur expenditure on petty store required for working of establishment including instruments, apparatus which are not held in stock by Materials Manager.	Dy. Chairman  Chief Engineer	Full powers  Full powers	Subject to not to exceed budget provision
23.	To incur expenditure on printing and binding	Dy. Chairman	Full powers	
24.	To incur expenditure on maintenance and upkeep of and repair to furniture, office equipments.	Chief Engineer	Full powers.	Upto budget provision
25.	To incur postal charges	Chief Engineer	Full powers	Upto budget provision.
26.	To incur expenditure on entertainment	Chief Engineer	Rs.1,000/-	
27.	To incur expenditure on conveyance hire	Dy. Chairman	Full powers	

## 2.5 Advertisements:

Sl. No.	Matter	Competent Authority	Extent of power delegated	Other Conditions
1.	To incur expenditure on advertisement for tenders for works, supplies, etc. and advertisement for tenders appointments sale of goods, etc.	Chairman / Dy. Chairman	Full powers	
2.	To incur expenditure on publicity and advertising (other than those specified in Sl.no. 1 above.	Chairman / Dy. Chairman	Full powers	
3.	To incur expenditure on advertisement for tenders for works, supplies, etc. and advertisement for tenders appointments sale of goods, etc.	Chairman / Dy. Chairman	Full powers	
4.	To dispense with advertisement in the press for purchase of stores.	Chairman / Dy. Chairman	Full powers	

Section 95 of the MPT Act deals with the powers of the Board to deal with the breach of contracts entered into by them and is re-produced below:

“Every Board may compound or comprise any claim or demand or any action or suit instituted by or against it for such sum of money or other compensation as it deems sufficient, provided that no settlement shall be made under this section without the previous sanction of the Central Government if such settlement involves the payment by the



Board of a sum exceeding such amount as may be specified by the Central Government in this behalf.”

For the purpose of provision of section 95 mentioned above, the Central Government has delegated the power of settlement by way of compounding or comprising any claim or commitment of any amount or suit instituted by or against the Board for involving the payment by the Board.

The Engineering (Civil) Department is mainly required to enter into contracts in respect of –

- (i) Execution of works ;
- (ii) Purchase of stores; and
- (iii) Purchase, demolition of assets.

The following paragraphs give in detail the method of invitation of tenders and entering into the formal contracts and execution of the contracts for the above purposes.

### **3. Tenders**

3.1 The contracts can be classified under the following heads :

- (i) Contracts for the execution of works.
- (ii) Contracts for the supply of materials.
- (iii) Contracts for the purchase and dismantling and removal of the portion or whole of the asset.
- (iv) Miscellaneous contracts entered into for various services.

3.2 Before entering into contracts whether for any work or for supply of materials or purchase, dismantling and removal of materials, tenders or quotations are required to be invited. In the case of emergency or in special cases, the above procedure can be done away with by obtaining the approval of the Dy. Chairman/Chairman.

3.3 The documents which set forth in details the terms and conditions and all other relevant details about the proposed contracts are tender documents. They shall mainly comprise of :

- (i) Tender Notice
- (ii) Instructions to Tenderers
- (iii) General Conditions of the Contract
- (iv) Form of Bank Guarantee

- (v) General Specifications
- (vi) Schedule of quantities and Rates
- (vii) Drawings
- (viii) Form of Tender

3.4 The tender documents will vary from contract to contract depending on the purpose for which they are prepared. The contracts can mainly be divided into four classes according to the purpose mentioned in para above. The tender documents for each of these are required to be different and should be prepared accordingly.

3.5 The tenders requiring Governments sanction should be asked in duplicate so that one copy would remain with the department.

3.6 In case of certain specialized works two cover system can be adopted with the approval of the Chief Engineer. The first cover is called 'Accompaniments to the Tender' and second one 'Schedule of Quantities and Rates / Financial offer'.

3.7 Normally the tenders should be invited on percentage rate basis with the Schedule of Quantities and Rates priced on the rates in Department's Schedule of Rates or by working out rates if rates do not exist in Schedule of Rates.

#### **4. Tender documents for works**

4.1 Tender Notice: This is a notice about the invitation of tenders.

- (i) It should briefly describe the work to be done under the contract for which the tenders are invited.
- (ii) It should set forth the price of the tender documents. The price of the tender documents is fixed on the basis of the number of pages the tender will have and the number of drawings required to be supplied along with the same, and is fixed from time to time as at rates decided by the CE. Certain documents of the tenders will be common to all tenders, viz. Instructions to Tenderers, General Conditions of the Contract, Form of Bank Guarantee and General Specifications. These are printed in a booklet form and the same are sold to the intending contractors at a price fixed by the CE from time to time. The price of the tender, therefore, should exclude the price of the above printed documents, which is to be supplied separately.

- (iii) It should clearly state the place of availability of the tender documents, the date and time and place for submission of the tender and the date and time and place when the tenders will be opened. The following conditions should invariably include in all the tender documents :  
"Tenderers should specifically note that their offers whether sent by post or by hand must reach this office on or before the due date and time. Offers received late will not be considered even though posted in time". It should also clearly state that the tender sets would be available on sale upto two working days prior to the date of opening of tender.
- (iv) The completion period for the work as estimated by the department should invariably be mentioned in the tender notice. For bigger works costing over Rs. 30 lakhs a network based programme should be attached along with the tender.
- (v) It should also be mentioned that the tenderers or their authorized representatives are invited to be present if they so desire at the time of the opening of the tender.

4.2 Instructions to Tenderers: These normally will be in accordance with the printed form included in the booklet form mentioned above. These are relating to the method of preparation and submission of tenders and are for the information of the tenderers indicating formalities to be completed before the contract may be finalized. In case of variations in the same, they should be specifically stated on as 'Addendum to Instructions to Tenderers' to be attached to tender documents. Prior approval of the Branch Officer-in-charge should be obtained for such variations.

4.3 General Conditions of the Contract: These set out in detail the conditions viz. the rights and obligations of the contracting parties and subject to which, the contract is to be awarded. There is Standard set of General Conditions of the Contract. The same will form the basis for the purposes of any contract. In case there is variation on account of peculiar nature of any work and/or revised orders, these variations should be brought out separately as addendum to the General Conditions of the Contract. It should be clearly indicated if any clauses are not to be operated for the purposes of a particular contract. It should also be stated clearly if there are any other clauses which are to be substituted in lieu of this. The working of the substituted clauses should be proper and

if necessary advice may be sought from the Legal Section and Accounts Department for the same.

4.4 Form of Bank Guarantee: For all works costing Rs. 50,000/- and over, the tenderer is required to lodge with this Port Trust an amount as security equivalent to 5% of the amount of tender at the time of acceptance of tender in the form of cash, cheque, demand draft, G.P. Notes, Public Securities or Units issued by Unit Trust of India. In addition, 2% amount will be retained from every running bill as retention money till total aggregate of 5% of the contract value. If the contractor requests for lodgement of the deposit in the form of a guarantee from an approved bank or an insurance company, the same is to be furnished in accordance with the form of guarantee as per approved form of Bank/Insurance Co. which is printed in the booklet mentioned above.

4.5 Specifications: The general specifications which cover the major works are printed in the booklet mentioned above and will generally apply to all contracts for works. In case it is desired to have modifications, additions, omissions, alterations to these specifications on account of the peculiar nature of the work, the same should be incorporated in the tender in the form of Addendum to specifications. These specifications should be precise and clear and should clearly indicate the quality of materials desired to be obtained for the work, the workmanship expected the tests to be carried out and the mode of measurement of the peculiar item of work. As far as possible specifications should refer to the relevant standard of Indian Standards Institution. As far as possible proprietary items of work should not be specified.

4.6 Schedule of Prices: This Schedule should clearly indicate the rates at which the materials to be supplied by Port Trust will be made available to the tenderers and the place from where these materials will be made available. It should also be clearly stated that the tenderers will have to make his own arrangement for the transport of these materials from the places indicated above the places of works and that the delivery is required to be made in the presence of the Site Engineer.

4.7 Schedule of Quantities and Rates

(i) The work to be carried out under the contract is clearly described in this and the tenderer will be required to stipulate the rate or

price at which he is prepared to carry out the same in accordance with the Conditions of Contract and Specifications described in the tender. Depending on the type of contract viz. 'lump-sum' contract or 'item-rate' contract, the Schedule of Quantities and Rates are differently written.

- (ii) In the case of lump-sum contracts it is necessary to describe the work in its entirety with the fullest details in every regard and the contractor is to quote a lump-sum for the entire work. In those contracts, it is also necessary to have a schedule where the rates are either required to be quoted by the contractor or prescribed by the Engineer so as to enable valuation of additions, alterations or modifications or deletions certain items or portions of the works under the lump-sum contract. It is customary to give fairly accurate quantities for the work required to be carried out in the case of painting works. It should, however, be made clear that these quantities are furnished for the purposes of general information only and the contractor is required to ascertain for himself the correctness of the same.
- (iii) For item-rate tender, the Schedule of Quantities and Rates should detail various basic items of works required to be done together with the estimated quantities required to be executed under the particular item. The item should be accurately described so as to avoid any ambiguity on the nature of work to be done under the item. As far as possible the description and quantities of the items in this Schedule should correspond to those in the sanctioned estimates, if any. Clubbing of basic items or alterations or modifications of items which may be required to be done at the time of framing the tender should be done by the AEE/AE with the approval of the SE. The quantities should be worked out accurately and should not be merely copied from the estimate. The quantities should not be inflated by adding any percentage, but rounded in accordance with engineering practice.
- (iv) In respect of tenders for works, which do not involve a simple purchase, it should be clearly pointed out to the tenderers that the rates quoted for the work or the contract price is inclusive of sales tax, general tax, octroi and sales duties and no variation in the same is permissible.

#### 4.8 Form of Tender

This is a form in which the tenderer gives an undertaking that he would carry out the provisions of the contract at the rates stipulated by him in the Schedule of Quantities and Rates in accordance with the General Conditions of the Contract, General Specifications, and drawings. He is also required to give this arrangement to complete the work within the period stipulated in the Tender Notice. He is required to furnish certain information which, inter-alia, include the manner in which he is going to lodge a security deposit, the materials which he is going to use in the works and in the case of partnership firm the name of partners etc.

#### 4.9 Tender documents for annual works tenders

Every year the CE's Dept. enters into contracts for carrying out certain works which are required to be carried out periodically, as also for the transport of materials and supply of labour for carrying out the works under the maintenance division

### **5. Tender for purchase, dismantling and removal of materials**

5.1 Tenders for purchase, dismantling and removal of materials are invited when it is decided that the bulk of the materials likely to be salvaged for an asset proposed to be dismantled are not required for use and the departmental works for maintenance or otherwise purposes.

5.2 Tender Notice: The asset put out in the tender for purchase, dismantling and removal of dismantled materials should be described in the greatest possible detail in the Tender Notice. The exact and fullest particulars of the asset should be given. The level upto which the asset is proposed to be dismantled should be clearly stated. In case the asset is to be dismantled below the ground level, it should be stated if the ground is to be reinstated. In order to avoid any ambiguity, structures or portions of the same which are not included under the contract should also be clearly stated. If any serviceable materials are required to be dismantled but retained by Port Trust, it should also be stated clearly. If the work is to be done in stages or otherwise should also be stated.

5.3 Instructions to Tenderers: These should generally follow the Instructions to Tenderers for "works" contract but the following are specific exemptions:

- (i) Earnest Money Deposit: The Chief Engineer has been authorized to fix, whenever necessary, the amount of earnest money deposit in

the case of tenders for purchase, dismantling and removal of dismantled materials, subject to a maximum of 25% of the estimated value of the contract. The tenderer should be required to pay the earnest money deposit in cash and not by crossed cheque. The earnest money should be forfeited if the successful tenderer does not pay the full purchase price when intimated to do so.

- (ii) The contractor is required to pay the full purchase price in advance and within 7 days of the issue of the acceptance letter.
- (iii) In case it is not possible to hand over the full site of the work to the intending purchase, the Chief Engineer may in his absolute discretion allow the successful tenderer to pay in cash only 25% of the sum offered by him within 7 days of the receipt of intimation of the acceptance of his offer and the balance of the 75% of the sum offered within 7 days of the receipt of intimation by the successful tenderer.
- (iv) Security Deposit : The earnest money deposit lodged by the contractor is converted into the security deposit on his paying the full purchase price. The security deposit is to be refunded immediately after the contract has been satisfactorily completed.

5.4 Conditions of Contract: Conditions of Contract should generally follow those used for contract for "Works". Superfluous clauses should be deleted. If any additional clauses are necessary to amplify or to state correctly, the peculiar conditions of the work, special conditions of contract may be drafted and included.

5.5 Schedule of Quantities and Rates : This should describe briefly but accurately the structures which are required to be dismantled under the contract. The contractor is required to quote lump-sum amounts for each of such structures if these could be identified separately or one lump-sum amount for all the structures included in the contract.

## **6. Other Tenders**

6.1 If for any reason tenders are to be circulated to a few selected firms either because the contract is a minor one or because the work is of a specialized nature, the tender documents may be suitably modified if

necessary with a view to attract quotations. In such cases the tender documents need not be very elaborate. It must, however, be ensured that the Board's interests are not jeopardized in any way.

## **7. Preparation of Tender Documents**

7.1 Stages in the preparation of draft tenders :

The tender from the stage of drafting to the stage of invitation is required to follow through several stages as under :

- i) Tender documents for each proposed contract have to be individually drafted by Engineering Officers. Normally this work will be assigned to the AEEs/AEs. The standard draft forms should be used for this purpose so as to reduce labour in drafting. The Branch Officer will arrange to have a standard form for each type of work. These standard forms should be revised from time to time to include modified conditions, specifications, etc. by SE concerned to ensure that up-to-date revision of conditions and specifications are included in tenders to be invited. The quantities in the estimates should be re-verified to make them more accurate. Introduction of new items or splitting of items, if necessary.
- ii) The salient features of the draft tender should be forwarded for approval of the SE/Dy.CE. The standard form may be modified to suit the particular tender.
- iii) It is only after this that the AE/Office Superintendent (Accounts), puts up the tenders for sale to the AE (Accounts).

7.2 Responsibility of the officer drafting the tender

It is primary responsibility of the officer drafting the tender to ensure that all the relevant particulars are included in the documents. He should also take care to stipulate such other particulars as are necessary for a particular contract. If any of the details contained in the printed form are superfluous to a particular, these should be omitted. If it is proposed to supply any materials to the contractor he should ensure that the requisite quantities of various materials will be available with the divisional stores/MM Division while executing the contract. To ensure compliance of the above, a cover note in the prescribed proforma must be submitted with every draft tender involving supply of materials to the contractor.



7.3 Responsibility of the Office Superintendent, Accounts, in the preparation of tenders: He should serially number all tenders which are being issued and register the same in a register maintained for this purpose in the CE's office.

- i) Facts and figures mentioned on the proforma cover note submitted with the tender should be checked up.
- ii) He should check up the correctness of the earnest money stipulated for the tender.
- iii) He should fix the price of the tender to be sold.
- iv) He should generally see that the draft contains the usual conditions of contract, all the relevant paras in the Tender Notice, Instructions to Tenderers, Schedule of Prices and the Form of Tender.
- v) He should carry out the corrections as indicated on the fair copy of the officer preparing the tender on all copies initialling the same to ensure that they are not subsequently tampered with. Corrections in Schedule of Quantities and Rates should be initialled.

## **8. Invitation of Tenders**

### **8.1 Advertised tenders**

All tenders excepting those for works costing above Rs. 4 lakhs shall be advertised in local papers. The approved list of news-papers may be obtained from Asst. Secretary (PRO). The Accounts Section in the CE's office shall address the Asst. Secretary (PRO), GAD for inserting the advertisement. As far as possible, advertisement for a number of tenders should be clubbed together for a single insertion unless the work is of such magnitude or speciality which should attract special attention and therefore, can be advertised separately. The advertisements for the tender should be inserted in the newspapers approved by the Chairman.

### **8.2 Global Tenders:**

Issue of such tenders are required to be resorted to for supply of special equipments, procurement of flotilla, execution of major projects like construction of berths, etc. Insertions in these cases should be in the Major National newspapers. Besides, the tender notices will continue to be sent to the Trade Commissioners for vessels, dredgers or other equipments and for major BOT

works, copies of the Tender Notices should be sent to the consulates of different countries represented in India.

Regarding the other related matters, the procedure is as under :

- i) The advertisements should appear with the appropriate size of MPT 'logo'.
- ii) As far as possible, care should be taken to ensure that tender advertisements are clubbed together with a view to achieving economy.
- iii) The advertisement may be issued and the approval of the Dy. Chairman/Chairman to the regularization of the excess expenditure obtained ex post facto.
- iv) The advertisement bills duly certified should be sent to Accounts Department quickly. It is requested that necessary arrangement is made for quick forwardal of advertisement bills to this office so that payment of the bills can be arranged promptly.

The advertisements could be placed in the newspapers outside the list with the specific permission of the Chairman. A copy of the Tender Notice for Civil Engineering Works, which has been advertised in the press should be forwarded to the Builders' Association of India for display on their Notice Board and circulation amongst their members.

8.3 Normally a period of 21 days from the date of appearance of advertisement is given to tenderers for submitting the tenders. The period may be reduced in urgent cases. The latest time for submission of the tender on the due date shall be 15.00 hrs. For the tenders which are advertised, the extension to due date must be advertised in the same papers.

8.4 Tenders should be sold at the prices indicated in the tender documents. The name of the firm to whom the document is sold be written on the tender document. Complete address of the firm should also be recorded on the receipt issued to the firm. Additional copies of the tender documents, may be supplied at prices which will have to be fixed from time to time. These copies, however, should be marked **ADDITIONAL**.

8.5 Tenders should not be sold to firms which are black-listed by the Mormugao Port Trust. To the extent ascertainable, the tenders should not be issued to firms in which there is a person as partner who was partner of a firm black listed by the Mormugao Port Trust. The AE (Accounts) must always have with him particulars of the firms blacklisted by the MPT.

8.6 Tender documents, however, should not be refused to firms which are black listed by the Government, unless such firms are specifically black listed by MPT.

8.7 Tenderers should normally be sold till two working days prior to the due date and time for submission of tenders.

8.8 The AE (Accounts) should maintain a register showing in chronological order the list of firms to whom the tender documents of a particular tender are sold by him. A separate page should be used for each tender.

8.9 The tenderer should be asked to submit the tenders in a sealed cover superscribing with the words "Tenders for \_\_\_\_\_" and all tenders should be opened at a fixed time in the presence of the representatives of the Accounts Department.

## **9. Registration of Contractors**

9.1 A scheme of registration of contractors for all contracts for construction works costing upto Rs. 100 lakhs to be executed by the Chief Engineer's Department has been introduced. Rules and Registration of Contractors is at Annexures.

9.2 Receipt of Tenders :

- (i) Tenders which are properly sealed and superscribed on the cover, the tender number, due date and time only will be received by the O.S. Accounts. He should receive such tenders up to the time specified for the tender.
- (ii) At the time of receiving tender, the OS, Accounts should verify that the Earnest Money Deposit has been paid in accordance with the instructions contained in the Tender Notice and the

Instructions to Tenderers. No tender for which earnest money deposit has not been paid should be accepted under normal circumstances.

- (iii) The Office Superintendent (Accounts) should intimate to the tenderer the name of the officer who has been assigned to open the tender so that the tenderer can be present at the time of opening of the tenders if he so desires.
- (iv) Immediately after the expiry of the time fixed for submission of tender, the Office Superintendent (Accounts) should prepare a summary of tender sold, received, particulars of earnest money deposits, etc. in the prescribed proforma and hand over the tender received and the summary together with a blank copy of the tender, which is about to be opened to the officer assigned to open the tenders. An officer of the Accounts Department should also be present at the time of opening of the tender and accordingly prior intimation of the same should be given to the Accounts Department.

## **10. Opening of Tenders**

10.1 Tenders should be opened only in the presence of the representative of the Accounts Department. No officer below the rank of AEE should open the tenders, unless they are so authorized by the CE in writing. Generally, the AEE of the particular branch opens the tenders pertaining to his branch. In the case of casual absence of any of these officers, any officer of equivalent rank may open the tenders.

10.2 The office should immediately after the prescribed time, call in the tenderers who wish to be present to witness the opening of the tenders. He should in the presence of the representative of Accounts Department open the cover, in which the tenders are enclosed, one by one. In case of tenders received under II-cover system only the first envelope marked 'Accompaniments to the Tender' should be opened. With a view to avoiding the possibility of tampering with the original tenders during the interval they are in the office for scrutiny etc. The officer opening the tender should invariably date and initial all the documents, attest all the corrections, number them in red ink and sign each page of the schedule accompanying the tender. He should also record in red ink at the end of each page the number of such corrections. He should then read out

names of the tenderers, amount of the tender and write down these at the back of the docket prepared by the Office Superintendent (Accounts). The officer of Accounts Department who is present at the opening should then counter-initial these. Then he should write down in red ink on the front page of the docket the number of tenders received and initial this. He should particularly check up whether the tender has been properly signed or not, at all places prescribed in the tender documents. Unsigned tenders are not to be taken into consideration.

10.3 The officer who opens the tenders should not only content himself with reading out the tender amounts and completion periods, but should also check up whether a tenderer has submitted all the relevant information. Since most of the tenderers are present at the time of opening of tenders, this checking up done at the time of opening the tenders, will reduce subsequent correspondence to a great extent if the tenderers are verbally intimated during the opening of the tenders, thus saving a considerable amount of time. These verbal instructions should always be followed by official letters. Unsigned tender should be regarded as invalid and that attention of the tenderers should be pointedly drawn to the requirement that the tenders unless signed by the parties submitting they will not be regarded as valid.

10.4 Normally tenders which are received late should be left out of consideration even if their acceptance may prove economical. However, if any particular case, it is considered necessary because of ample reasons that tender received late should be accepted, the CE's orders should be sought. Tenders are valuable documents and should not be accessible to unauthorized persons after they are opened. In order to ensure this, they should not be allowed to remain on tables nor should they be passed from officer to officer through Peons.

10.5 Tenders after they are opened should be handed over by the Officer concerned to the Office Superintendent (Accounts), AE (Accounts) Section who should personally take the signature of the Dy. CE and the CE on the dockets, take the necessary notes of the tenders to the branch officer concerned for scrutiny.

## **11. Scrutiny and acceptance of Tenders**

11.1 The method for scrutiny of tender depends on the type of tender. For usual tenders where two-cover system is not adopted, procedure

mentioned below is to be adopted. In case of tenders invited under two cover system, the scrutiny of first envelope marked "Accompaniments to the Tender" should first be completed. After all requirements thereof are met then the second envelope containing the "Schedule of Quantities and Rates" is to be opened. The procedure for scrutiny of tenders enumerated below should then be used selectively.

11.2 The scrutiny of tenders is to be carried out in stages and systematically. The various steps in the scrutiny of tenders are described in the following paragraphs.

11.3 The AE/AEE and Office Superintendent (Accounts), Accounts shall have the responsibility of checking the tenders for the accuracy of arithmetical calculations of quantities multiplied by the rates of each item of the tender and the total of the extensions. They should also check whether rates have been quoted by the tenderer for all the items of the tender. The following procedure is generally to be followed whenever mistakes are observed:

- a) When there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the contractor should be taken as correct.
- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either, then the principle of reasonableness and judgement as to the genuineness of the error should be applied. In any case, the Accounts Section should take instructions from the concerned officer scrutinizing the tenders.

11.4 In the case of unregistered contractors, the Accounts Section should obtain all the information regarding the bonafides, soundness of the financial position of the tenderers. In case of private limited companies, they must check up from the Registrar of the Companies whether the Company has adequate paid up capital.

11.5 If any of the tenderers are new to us, the Accounts Section should make a reference to the bankers of the tenderers to obtain their opinion about the financial soundness and stability of the firm. They should also obtain from the tenderers a list of works carried out by them for other public bodies.

11.6 In the case of unregistered contractors, the names and ages of the partners of the firm, if it is a partnership firm and the name of the proprietor, if it is a proprietary firm should be obtained. The Accounts Section should also check up if the firm is black-listed by the Port Trust/and or Government, by reference to the register maintained by the Office Superintendent (Accounts). He should also check up if any of the partners of the firm were partners of some firms which are black-listed by the Port Trust.

11.7 The Accounts Section is also required to maintain a register indicating the performance of the various contracting firms as evidenced by their work for the Port Trust. Any adverse remarks against any of the firms whose tenders are under consideration should be communicated to the concerned officer along with the tenders after the preliminary scrutiny referred to above is completed.

11.8 The Office Superintendent (Accounts), Accounts Sections and AEE of concerned division should complete the preliminary scrutiny mentioned above within two days from the date of the opening of the tender. He should put up a note certifying that the extensions have been checked along with the relevant information about the tenderers mentioned above and put up the tender to the concerned officer for his scrutiny.

11.9 Scrutiny by the engineering officers:

- (i) The Divisional Officer under whom the work is going to be executed should assign the work of scrutiny of tenders to an officer by name. This officer will be assisted by the AEE in whose section the work will be carried out.
- (ii) The scrutiny officer should assess and digest all the information furnished by the Accounts Section as detailed in above paras and satisfy himself that all the requisite information is available and authentic.
- (iii) Our conditions of contract normally require that the tenderers should not make any stipulations contrary to our conditions of contract and/or specifications. But many contractors do so. These stipulations neither should be ignored nor should be asked to be withdrawn initially because they are a part

and parcel of his tender and the withdrawal of the same may affect the relationship inter-se of the tenderers. Some of the conditions may be such as do not affect the tender financially. In such cases, it should be ascertained as to whether these stipulations are acceptable to us, if not, the contractor should be asked to withdraw the same. In the remaining cases whether the stipulations are such which may affect the tenders financially, they should be evaluated to the extent possible in net amount which should be considered for the comparison of the tenders.

11.10 After the tenders are opened, no withdrawal of condition or revised offers should be taken into consideration for the purposes of comparison of tenders. No negotiations should ordinarily be carried out with the tenderers with a view to secure a rebate after the opening of tenders except with the specific permission of the appropriate authority.

11.11 In the case of conditions which are not wholly acceptable, suitable modifications may be suggested to the tenderers with prior approval of the SE and their confirmation obtained to the same. However, where the original condition had financial implications, the evaluation of the tender must be carried out without the modifications suggested later on.

11.12 The normal practice is not to waive any of the conditions of contract or to give preferential treatment to Public Sector Undertakings. However, under certain peculiar circumstances, the conditions of contract in respect of lodgement of earnest money or security deposit and liquidated damages have been exempted on the ground of their being Government Undertakings.

11.13 Comparative statement & scrutiny report:

11.13.1 In the light of the above, the officer should prepare a comparative statement of the tenders received in the prescribed proforma and then give his report on the tenders. A statement indicating the work of the amount of loading due to conditions involving financial implications by various tenderers should invariably be prepared and submitted along with the recommendations.



11.13.2 The scrutiny report shall contain the following:

- i) Name of the work.
- ii) Reference to Administrative approval/expenditure sanction.
- iii) Estimated cost of the work put out to tender.
- iv) Date of advertisement of the tenders, date and time of opening of the tenders.
- v) Time upto which tenders are valid. This should also be written on the right hand top corner of the scrutiny report in red ink to attract attention.
- vi) The total number of firms who purchased the tender documents and number of tenders received.
- vii) Comments on various tenders received -Under this the merits of the various tenders should be discussed and indication should be given as to how the corrected figure, if any, arrived at. During the time gap between the sanctioned estimates were prepared and the tenders were called there is likelihood of prices getting changed due to many reasons. The rates at which the contract is to be let out should be reasonable considering the market conditions and several factors pertaining to particular work. For this purpose, the rate of items should be compared with the corresponding items in that year's Departmental Schedule of Rates or if the same is not updated then the rates for the corresponding items in the sanctioned estimate should be updated to suit prevailing market conditions. Factors like availability of transport, labour component skilled and unskilled, remoteness of locality, which are responsible for the variation between the estimate rate and the tender rate should be converted into monetary terms. The variation in the rates in the tenders are also the tender value on the basis of the comparable updated rate should be brought out in the tender scrutiny report and comments made on sufficiency of the tender. The Chief Technical Examiner of the Central Vigilance Commission advises that with unworkable rates should not be accepted.
- viii) Recommendations : On the basis of the above comments and analysis, the lowest acceptable tender should be compared with the sanctioned estimate. In the case of purchase, dismantling and removal tender, the best offer should be compared with the rates of the corresponding items of the current and previous years tenders and on the basis of this

comparison, a recommendation should be made as to whether the offer of the lowest acceptable tender is considered reasonable. In the light of the above, the officer should state whether the lowest acceptable tender is recommended or not. If the answer is in the negative, indication should also be given as to whether the tender should be discharge and re-advertised or whether the work should be done departmentally or negotiations should be carried out with the lowest acceptable tenderer with a view to reduce the cost with the permission of the appropriate authority.

In case the tender is within the competence of the CE the Divisional Engineer should send a self contained report for sanction. In case the tender is in competence of higher authority, the Divisional Engineer should send a draft of letter to be sent along with his report. This draft will finalized by the Branch Officer.

- ix) Recommendations for acceptance for a particular tender should, inter-alia indicate the authority whose sanction is required for the acceptance of the tender. In case the acceptance of the tender is in the competence of the Board/Chairman/Dy.Ch mention should also be made as to whether the pre-audit by the FA & CAO is necessary.
- x) Indication should be given about the total expenditure likely to be incurred against the contract during the current year, and the funds available in the Budget. It should also be stated to which head of account the expenditure will ultimately be charged to. If adequate funds are not available in the Budget, indications should be given as to how these funds are going to be obtained.
- xi) Simultaneously with the recommendations for the acceptance of the tender, SE should issue orders in regard to the refund of earnest money deposits. Normally earnest money of all excepting the first three lowest acceptable tenderers should be refunded as soon as possible preferably in a week from receipt of tenders.

11.13.3 The tenders must be dealt with on a priority basis and it should be ensured that the contracts are awarded within the shortest time.

11.13.4 A tender cannot be accepted, if

- i) It relates to a work which is not sanctioned or in respect of maintenance items, if there is no provision in the budget ;
- ii) There are no funds provided in the budget ; and
- iii) It exceeds the sanctioned estimate by more than 10%.

In case the proposal involves "write-off" of loss, then appropriate sanction to the "write off" would be necessary before the tender can be accepted.

## **12. Execution of Contracts**

12.1 The terms of the Contract, once entered into must not be materially varied. No such variation involving payment to contractors by way of compensation or otherwise outside the strict terms of contract or in excess of contract rates shall be authorized without previous sanction of the competent authority. Any variation in the terms of contract approved by the competent authority shall be made in writing and executed by the CE. In regard to 'substituted' and 'extra' items, there are definite orders. Similarly, in regard to execution of excess quantities, there are definite orders.

12.2 The conditions of Contract provide that the contractor should take out an insurance policy under the Indian Workmen's Compensation Act to cover the workers employed by him on the work, against the risk involved in the execution of the work. The contractor should not be allowed to commence the work unless he has taken out a policy as stated above and the same is scrutinized and accepted. The following points may be noted in the scrutiny of the Workmen's Compensation Policy:

- i) There is no objection to the acceptance of the floating policy.
- ii) The number of workmen and figure of wages shown in the policy should be a fair average.
- iii) The particulars shown in the insurance policy should be reasonably accurate.

This should also cover circumstances of working, such as the height of the structure to which a Workmen is required to work etc. It will be primarily the responsibility of the Divisional Engineers to ensure compliance with this. It should also be ensured that the insurance policy

taken out by the contractor is valid continuously throughout the period of contract. If the contractor fails to get the policy renewed during the currency of the contract, he should not normally be allowed to work. Obtaining of Indemnity Bond from the contractor to cover the lapsed period/s should not be made a rule, but rather an exception to cover a minor lapse for a very short period where the work has been completed. In such cases concerned engineers should apply their mind whether any financial advantage is involved by the contractor giving an Indemnity Bond, and the cost of the insurance for the uncovered period should be recovered from the contractor's bill without deduction of the cost involved in furnishing the Indemnity Bond.

In case, the contractor's labour or workmen are covered under the Employees State Insurance Scheme procurement of policy in accordance with the Workmen's Compensation Act should not be insisted upon.

The policies submitted by the contractor should be put up to the Divisional Officers for approval.

The Workmen's Compensation Policy should be returned to the Contractor after scrutiny under cover of a letter.

### 12.3 The Contract Labour (Regulation and Abolition) Act, 1970 : Fair Wage Clause :

Under the conditions of contract, the contractor has to comply with the provisions of Contract Labour (Regulation and Abolition) Act, 1970, and rules framed there under as amended from time to time. In case, the contractor is employing 20 or more workmen on the job, the provisions of the above Act are attracted. To enable the contractor to obtain the necessary licence under the Act, a certificate in Form V under the Contract Labour (Regulation and Abolition) Rules, 1971 (Central), should be sent to the contractor along with the acceptance letter. It will be the responsibility of this department to see that the contractor takes out the necessary licence and also to witness payments made to his labourers in accordance with the Act. The concerned AE/AEE will ultimately be required to verify the payments made and the various registers required to be maintained under the Act.

The Jr.Engineer attached to the respective sections/sites of work will have to be present at the time of disbursement of wages in

accordance with the above referred Act and shall record under his signature a certificate at the end of the quarters in the Register of Wages or the Wages-cum-muster Roll as the case may be in the following form :

*"Certified that the amount shown in Column No. \_\_\_\_\_ has been paid to the workmen concerned in my presence on \_\_\_\_\_ at \_\_\_\_\_.*

AEE, in-charge of the section/site of work will be primarily responsible to see that the contractor is observing other requirements under the Act in regard to provision of canteens, lavatories, etc.

The JE/AE/AEE is made responsible for checking of the entitlement of wages of the workers in accordance with the Act.

When the number of persons employed by the contractors on the work is 19 or less, provisions of Contract Labour (Regulation and Abolition) Act, 1970 are not applicable. The JE/AE/AEE is responsible for the enforcement of the provision of Fair Wage Clause and the contractor should be asked to obtain from him the necessary clearance regarding its compliance.

### **13. Arbitration and Litigation Cases**

#### 13.1 Application of arbitration clause 25 of standard contract form.

(1) Clause 66 arbitration clause of the GCC is applicable for only such contract works, the value of which exceeds Rs. 5 crores. The clause provides for appointment of an Arbitrator in case of questions and disputes relating to certain matters, specified therein arising at any stage, whatever, between the parties. This, however, does not apply to action taken under following clause where the decision of the specified officer is final to the extent given below:

(i) Opinion of the Nodal officer or his nominee as to the reasonability of the grounds shown by the contractor for granting extension of time.

(ii) The Contractor cannot have recourse to a court of law for the redressal of his grievances, unless he has exhausted the channel of arbitration as envisaged in relevant arbitration clause. Even if the contractor goes to court, the Executive Engineer should take a plea that the contractor being a signatory to the agreement containing

arbitration clause, any dispute arising out of or in any way connected with the execution or work has first to be settled in accordance with the provision in the agreement, failing which, to arbitration.

### 13.2 Application for appointment of Arbitrator

(1) A standard application form seeking appointment of arbitrator has been evolved. Contractors seeking arbitration should apply in this Form as shown in Annexure-I.

(2) The application form, duly filled in, shall be submitted by the contractor to the Chief Engineer, with two copies thereof to the concerned Executive Engineer. All the three copies of the application form shall be accompanied by a statement of claims in the matter indicated in the application form.

(3) The arbitration clause can be invoked by the Nodal officer or his nominee as well by applying to the Chief Engineer for appointment of the Arbitrator. He should apply for arbitration as and when the dispute arises and should not wait till the end.

(4) The party invoking arbitration clause should give information enough to justify existence of dispute. For this purpose, the party has to give details about the demand having been made and its refusal by the other party. It is held by Courts of Law that a "dispute" implies an assertion of right by one party and repudiation thereof by the other. Existence of a dispute is a condition precedent to arbitration. If there is no existence of dispute there cannot be any right to demand arbitration.

(5) In view of the above, before appointing arbitrator, the Chief Engineer should ensure that existence of dispute(s) has been established. For this purpose the party invoking arbitration clause should be asked to produce documentary evidence of its claims having been duly lodged with the other party and refusal by the other party to accede to them or no response by other party within stipulated time.

### 14.3 Preparation for arbitration cases

(1) The following steps should be taken by the Divisional Officers with a view to properly defend the Arbitration cases:

(i) As soon as a contractor applies for arbitration, the Executive Engineer should prepare a detailed history sheet containing the data regarding estimates, designs and drawings, tender documents, agreements, extra and substituted items, reduction statements, extension of time/notices issued, and send a copy to his Superintending Engineer.

(ii) List out important letters in respect of the issues that are raised by the contractor, or the important notices by the contractor, or the important notices issued to the contractor, and place these originals in a separate file. In the routine file, true copies of these documents may be placed.

(iii) Keep original agreements, plans, designs including the calculations for these if available, details of measurements and analysis of rates attached to the technically sanctioned estimates, all the Measurement Books connected with the work, Site Order Book, Cement Register in safe custody of the Executive Engineer along with originals listed in para (ii).

(iv) The Measurement Books should be closed.

(v) All the files connected with the work should be properly page-numbered, stitched and sealed, and kept by the Executive Engineer along with the above records.

(vi) If there are important situations or circumstances which are not available on the file, but are only known to the Executive Staff, their signed statements regarding the factual information should be obtained and kept on record, as after a lapse of time they may not be available for personal discussions, or they may be unable to recall past events.

(vii) The Executive Engineer may call the Executive Staff in-charge of the work from their new work place for any information that he may need to collect by personal discussions, but only under orders from the Superintending Engineer concerned.

(2) If the work has been completed, the final bill should be prepared as early as possible, and in any case before the disputes are referred to arbitration. The Superintending Engineer/Executive Engineer should ensure that the bills are finalized immediately, if not already done.

(3) The Executive Engineer shall inform the authority with whom Extra/Substituted/Deviations/RR items are pending about the arbitration case with a request to approve the items immediately. The concerned authority shall ensure that all such pending items are finalized before CSF is submitted.

(4) A detailed note on the facts of the case dealing with each and every item of the claims and/or counter claims should be prepared by the Executive Engineer, along with reference to various relevant documents supporting the Port case or negotiating the contractor's claim(s).

#### 13.4 Processing of contractor's application

(1) The Executive Engineer shall send one copy of the application of contractor direct to the Chief Engineer with the under-noted information, without waiting for a reference from the Chief Engineer, within 15 days from the date of receipt of the contractor's application in his office, with a copy to Superintending Engineer. The Superintending Engineer should send his report to Chief Engineer immediately.

(a) An attested copy of relevant arbitration clause.

(b) A note regarding verification of the factual data furnished by the contractor in the application form.

(c) Brief comments on each claim of the contractor. While giving such comments, the admissibility of the claims in the light of arbitration clause and Limitation Act, should be kept in view and commented upon.

(d) Statement of counter claims of the Department, if any. However, if counter claims are not readily enlisted or available, comments on contractor's claims should not be delayed.

#### 13.4 Appointment of Arbitrator

(1) The standard form of appointment letter at Appendix 35 is to be used for appointing an Arbitrator.

(2) In those cases where the amount of the claim is less than Rs.1,00,000 (Rupees One lakh), para 2 of the standard form should be deleted. (Para 2 states that the Arbitrator shall give reasons for the award if the amount of claims in dispute is Rs. one lakh or above).



(3) The Port normally maintains a panel of Arbitrators and generally the cases of disputes between the Port and other parties are referred to the sole arbitration of one of them as may be decided by the Chairman.

(4) The person thus appointed shall be the sole Arbitrator, and his award shall be final and binding on all parties to the contract, unless it is set aside by the Court.

(5) Whenever a notice for appointment of an Arbitrator is received from a contractor in terms of clause 25 of Agreement Forms No. CPWD 7 and 8 (and corresponding clauses in other forms), the Chief Engineer should process the case so as to appoint an Arbitrator within 30 days from the receipt of such a notice. The time limit of 30 days for appointment of Arbitrator should be strictly adhered to.

(6) In cases where no agreement exists, or where no clause exists in an agreement for referring the matter of dispute to the sole arbitrator of a person to be appointed by the Chairman the disputes should not be referred to arbitration by mutual consent and no agreement should be drawn up for this purpose.

(7) The authority of an appointed Arbitrator does not become revocable except with the order of the Court. It shall not be revocable by the death of any party or parties to the contract.

(8) The draft letter for appointment of a new Arbitrator due to transfer or vacation of office by the old Arbitrator shall be as per Appendix 36.

### 13.5 Action subsequent to appointment of Arbitrator

(1) When the Arbitrator enters into reference and writes to the parties to the contract to file the statement of facts and counter statement of facts before him, the Executive Engineer should take prompt action to prepare the defence, duly supported by adequate documentary evidence and witnesses, and arrange for its submission to the Superintending Engineer and the Departmental Counsel, as may be necessary, and get their approval, and send to the Arbitrator by the date and within the time specified by him.

(2) The Executive Engineer should deal with submission of counter statement with utmost urgency and priority. Taking into account the various difficulties in filing the counter statement, it has been decided that the Executive Engineer should submit the counter statement of facts normally within two months, and in exceptional cases within three months from the date of receipt of the statement of the facts.

(3) The Executive Engineers should invariably follow this time limit. However, in cases where they foresee some unavoidable delay in adhering to the time limit, they should explain the position to the Arbitrator under intimation to the other party and obtain extension of time before the expiry of the stipulated date.

### 13.6 Engagement of lawyers

(1) Where ever engagement of lawyer is necessary the same may done with approval of Chairman the fee may be as approved by Chairman.

(2) However, the mere fact that the Counsel has not been able to come should not ordinarily call for adjournment of whole case. In such circumstances, the Arbitrator may hear the Executive Engineer on the claims involving technical and physical points. For hearing on legal issues, the Arbitrator may, if he is satisfied that hearing the Port Counsel is necessary, adjourn the case only to hear him on that or those issues. The Executive Engineer may also, where the nature of the claim warrants the presence of the Port Counsel, seek adjournment, if necessary, in writing.

For individual claims up to Rs. 50,000/- which do not involve any point of law or interpretation of clauses, the Executive Engineer should prepare the case himself without taking the assistance of the Counsel.

(3) Where required, the Departmental Counsel would assist in preparation of the counter statement of facts on the basis of the notes/matter to be made available to him by the Executive Engineer.

(4) All the documentary evidence in the case has to be examined carefully and placed before the Arbitrator as the situation and circumstances in each hearing demands, stressing the points of the Department to counter act the contractor's claim(s).

(5) Where the contractor's claims are based on entries in the Measurement Books recorded by our own officer who may have colluded with the contractor and made false entries, it is necessary that sufficient evidence contesting the correctness or veracity of the entries in the Measurement Books should be placed before the Arbitrator in support of the contention of the Department and extra care should be taken in such cases with regard to selection of the witnesses and evidence that is to be placed before him.

### 13.7 Techno-Legal Units

(1) The Port shall establish Techno-Legal Units to handle all arbitration cases where the claim amount exceeds Rs. 20lakhs.(excluding interest).

(2) The Techno-Legal Units are required to take up the cases as soon as CSF/SF is prepared by the Department and is vetted by the concerned Superintending Engineer. These Units scrutinize the CSF/SF and render necessary advice to the Executive Engineer/Superintending Engineer regarding defence of the case. The Executive Engineer/Superintending Engineer should, however, continue to follow the procedure of getting the CSF/SF vetted further by the Counsel.

(3) The Techno-Legal Units scrutinize the cases of acceptance or otherwise of arbitration award and render necessary advice. The Chief Engineers may also seek their advice in such cases.

(4) The Techno-Legal Units are required to examine the awards with a view to check:

(a) Whether the case has been properly defended before the Arbitrator, and

(b) Whether there are any lapses on the part of concerned officials due to which the award has gone against the Department.

(5) The Techno-Legal Units shall bring such cases to the notice of the Chief Engineer for appropriate action.

### 13.8 Production of official documents before Court/Arbitrator and claiming 'Privilege' concerning the same

(1) In the course of legal/arbitration proceedings, the Court/Arbitrator may either themselves or at the instance of the opposite party, require production of official records, e.g. files, correspondence, registers or the other documents which are supposed to have a bearing upon the case. While the Court/Arbitrator may require production before them of any document relevant to the case, it must be borne in mind that in terms of Sections 123, 124 of the Indian Evidence Act, the Port is permitted to claim privilege for not producing documents, the disclosure of which may be considered detrimental to Port interest. Such privilege may invariably be claimed in respect of all "unpublished records" of the Port i.e. documents which have not come to the knowledge of the other party. For this purpose "Notes Portion" of a file and all communications and letters other than those emanating from or sent to the party (original or copies) should be treated as "Unpublished" records of the Govt. in respect of which privilege, as aforesaid, can be claimed. This will be done by producing before the Court/Arbitrator a declaration, signed by the Chief Engineer as Head of the Department, stating that documents referred in the declaration contain unpublished official information relating to the affairs of the Port, and that privilege in respect of the same is being claimed as their disclosure would be detrimental to the Port interest.

(2) A Departmental Officer may appear as a witness if summoned by the Arbitrator at the request of a contractor also. He is expected to give true and correct facts of the case. Deterrent action should be taken against the officials concerned, if they are found responsible for giving wrong evidence or concealing material facts in an arbitration case.

(3) Wherever required and found necessary, records of Central Technical Examiner/Chief Engineer objections on overpayments and defective work, the Vigilance Unit of the Port may be consulted and their assistance availed of.

### 13.9 Default of a party

If the claimant fails to communicate his statement of facts in accordance with the time determined by the Arbitrator without showing sufficient cause, the Arbitrator may terminate the proceedings. If the respondent fails to communicate his counter statement of facts within the time determined by the Arbitrator, the Arbitrator may continue the proceedings without treating the failure in itself as an admission of

allegations by the claimant. In case a party fails to appear at hearing or fails to produce documentary evidence, the Arbitrator may continue the proceedings and make the award on the evidence before him.

#### 13.10 Issue of award

(1) Whenever an award is made by an Arbitrator appointed otherwise than through a Court, and if under the award some money is payable to the Port by the contractor, the Executive Engineer should first supply to the Arbitrator stamped paper of appropriate value as may be asked for by the Arbitrator according to amount of the award as per the rules of the State where the award is likely to be made by the Arbitrator, and request the Arbitrator to write the award on the stamped paper (non-judicial) so supplied to him.

(2) It is open to objection in a Court of law to write the award on ordinary paper and afterwards rewrite it on the stamped paper. The award should, therefore, always be obtained on stamped paper. It is for the Arbitrator to say as to which party should supply the stamped paper in such cases.

(3) As per the provision in the arbitration clause, in all cases where the total amount of all the claims in dispute is Rs. One lakh and above, the Arbitrator shall have to give the reasons for the award.

#### 13.11 Filing of award

(1) After the award is published, it should be examined if it is acceptable to the Port. Once the competent authority decides to accept the award, immediate action should be taken to make the payment to the contractor.

(2) The payment should be made to the contractor after obtaining an undertaking from the contractor for acceptance of the award in full and final settlement. Immediate payment ensures that the Department is absolved of the liability of payment of interest on the amount awarded. The undertaking is to be obtained from the contractor on stamped paper, as per specimen form approved by Ministry of Law shown at Annexure-II. Before obtaining the said undertaking, the contractor will be addressed, as per specimen letter at Annexure-III, formally informing him of the intention of the Department to accept the

award. There after the contractor will be called upon to sign the undertaking.

(3) Immediately on decision to accept the award by the Port (i.e. by Chief Engineer) or on receiving such intimation from the contractor, a communication as per Annexure-III should be issued to the contractor intimating the fact of such acceptance, and offer payment in terms of the award if the contractor communicates acceptance of the award within the specified time. Payment so made would bar the contractor from suing again in respect of the same dispute.

(4) An Arbitration award shall not be discharged by the death of any party thereto either as respect to the deceased or any other party, but shall in such event be enforceable by or against the legal representative of the deceased.

#### 13.12 Acceptance/Challenge of award

(1) The Chief Engineer has been delegated powers for acceptance/Challenge of arbitration awards as given in Appendix 1.

(2) (i) When, in the opinion of CE the award is just and reasonable and there are no grounds to challenge, the case need not be referred to the Sr. Counsel of the Port for his advice. However if considered necessary, CE can refer the matter to Sr. Counsel, before accepting/recommending for acceptance of the award.

(ii) Where, in the opinion of CE there are good grounds available to challenge the award (whole or part of the award), legal counsel should be consulted by the competent authority before taking a decision.

(3) As per provisions contained in section 34(3) of Arbitration Act 1996 an application for challenging the award may not be made after 3 months have elapsed from the date of receipt of award or, if a request had been made under Section 33, from the date on which such request had been disposed of by the Arbitrator. Provided that if the Court is satisfied that the Applicant was prevented by sufficient cause from making application within the said period of 3 months, it may entertain the application within a period of 30 days, but not thereafter. In view of this specific provision of

Section 34(3) of the Arbitration Act, the following Time Schedule will be strictly followed:

Sr. No	Authority to accept /challenge the award	By EE to SE	By SE to CE	Action by CE
1	CE	30 days from the date of receipt of award or from the date of disposal of application filed u/s 33 of Arbitration Act.	10 days. The SE shall offer his specific comments about acceptance or challenging award against each claim	The CE will take decision about accepting or challenging the award within 30 days .. after receipt of case from SE
2	Dy. Chairman	15 days from the date of receipt of award or from the date of disposal of application filed u/s 33 of Arbitration Act.	5 days. The SE shall offer his specific comments about acceptance or challenging award against each claim.	The CE will submit the case to Dy Chairman within 10 days of receipt from SE with his specific comments . about accepting/ challenging award against each claim

3	Chairman	15 days from the date of receipt of award or from the date of disposal of application filed u/s 33 of Arbitration Act.	5 days. The SE shall offer his specific comments about acceptance or challenging award against each claim award against each claim	Within 10 days of receipt from SE, the CE will submit the case to the Dy Chairman and Dy Chairman shall forward with his comments to Chairman within 10 days.
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Assuming that it takes about a month in the Dy. Chairman and Chairman's office to take decision, even then the EE will have at least 15 days to prepare grounds and file application in the competent court, if the decision is to challenge the award.

(4) The Executive Engineer should make payment to the contractor in terms of the award within a period of 30 days from the receipt of acceptance of award from the competent authority, and intimate the actual date of payment of award to the contractor.

(5) The payments made towards arbitration awards shall be charged to the work.

(6) In all arbitration cases where awards of the Arbitrator go against the Department (whether by upholding the claims of the contractors or by rejecting the counter claims of the Department), detailed reasons and lapses, if any, on the part of concerned officials due to which the awards have gone against the Department, should be gone into in detail by the Chief Engineer. The Chief Engineer should send his recommendations to



the Chairman on the issue of fixing of responsibility and for taking action against the officers, wherever necessary.

(7) The Chief Engineer will keep statistics of all such cases for the information of Port whenever required.

(8) The arbitration award means the total award including the interest awarded by the Arbitrator. The amount of such interest is to be worked out up to the date specified in the award. Therefore, the amount of the interest has to be taken into consideration while deciding the authority competent to accept the award. However, in case no fixed date is specified in the award and the interest is to be paid up to the date of actual payment of award amount to the contractor, the likely date of such payment may be taken into consideration. There may be a situation that after acceptance of the award by the competent authority, the actual payment to the contractor gets delayed beyond the anticipated date due to some unavoidable circumstances, and the amount of interest increases to an extent that the total amount of award exceeds the power of acceptance of the authority that accepted the award. In such cases, the payment may be made to the contractor as early as possible, and the case may be submitted to the authority competent to accept the increased amount of award for ex-post facto approval.

### 13.13 Setting aside of the award

(1) The question of challenging the arbitral award in a Court of law should be considered very carefully. Under section 34 of Arbitration and Conciliation Act, 1996, there are very few grounds available to challenge the arbitral award as follows:

(a) The party making the application furnishes proof that:

(i) A party was under some incapacity, or

(ii) The arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force, or

(iii) The party making the application was not given proper notice of the appointment of an Arbitrator or of the arbitral proceedings or was otherwise unable to present his case, or

(iv) The arbitral award deals with a dispute not contemplated by or not falling within the terms of submission to arbitration, or it contains decision on matters beyond the scope of submission to arbitration, provided that, if the decision on matters submitted to arbitration can be

separated from those not submitted, only the part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside, or

(v) The composition of the arbitral tribunal or arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Part from which the parties cannot derogate, or failing such agreement, was not in accordance with this Part, or

(b) The Court finds that:

(i) The subject matter of the dispute is not capable of settlement by the arbitrator under the law for the time being in force, or

(ii) The arbitrate award is in conflict with the public policy of India.

(2) An application for setting aside an arbitration award may not be made after 3 months have elapsed from the date on which the party making that application had received that arbitral award or from the date on which his application for correction in or interpretation of arbitration award in terms of Section 33 of the Arbitration and Conciliation Act, 1996 was disposed of by the Arbitral Tribunal/ Arbitrator. Under Section 33, a party can make an application for correction or interpretation within 30 days of receipt of the arbitration award.

(3) If the award is found to be in order from all aspects, it need not and should not be challenged. In cases, where, in the opinion of authority competent to accept/challenge the award, there are good grounds available to challenge the award (whole or part), Legal counsel should be consulted.

(4) The following documents may be sent invariably with all awards:

(a) Contract agreement in original.

(b) Award of the Arbitrator.

(c) Legal opinion of Port Counsel where obtained.

(d) A statement in the proforma is given below.

Proforma

Claim Wise Statement Of Arbitration Award For The Work.

1. Claim no.

2. Brief description of claim/counter claim as justified by the arbitrator.

3. Amount of claim.

4. Amount of award.

5. Executive Engineer's recommendation.
6. Superintending Engineer's recommendation.
7. Chief Engineer's recommendation.

#### 13.14 Award amount not to be deposited in court

Liability to pay further interest does not cease even if award amount is deposited in court. Therefore in case of challenge to the award, the award amount should not be deposited in the court unless otherwise directed by the court.

#### 13.15 Period of Limitation

(1) It is a term of the contract in the relevant arbitration clause that if the contractor does not make any demand for arbitration in respect of any claim (s) in writing within 120 days of receiving of intimation from the Port that the bill is ready for payment, the claim of the contractor (s) will be deemed to have been waived and absolutely barred from the liabilities under the contract in respect of these claims.

(2) In spite of the above specific provision in the arbitration clause, the Chief Engineer should not withhold appointment of Arbitrator on the ground that the request was received after the expiry of the specified period mentioned in the relevant arbitration clause of the agreement, but should appoint the Arbitrator clarifying in the letter of appointment of the Arbitrator that the reference is without prejudice to the defence that may be raised by the Port regarding the tenability of the claim on all necessary and available grounds including those of limitation, and the parties to the agreement will be free to raise the question of limitation before the Arbitrator.

(3) While examining the request for arbitration from a contractor or supplier or any claim in a litigation case, the Executive Engineer should examine whether the claim of the contractor is time barred, in accordance with the provisions of the Limitation Act, 1908 or 1963 as the case may be. This point should be taken into consideration in preparing the defence.

(4) The question as to whether any dispute has become time barred will itself be a dispute which can only be settled by arbitration. The stage of reference is not concerned with the question whether the claim of the

party to the arbitration agreement is barred by the Law of Limitation and that question falls within the province of the Arbitrator to whom the dispute is referred. The reference of the disputes, even though seemingly time barred, would therefore be made to the Arbitrator. The parties would be free to agitate the question of time bar before the Arbitrator, who would no doubt consider this point and give his award. However, it can be clarified in the letter of appointment of the Arbitrator that the reference is without prejudice to the defence that may be raised by the Port regarding the tenability of the claim on all necessary and available grounds including those in limitation.

(5) An appeal before the Division Bench is to be filed within thirty days of pronouncement of judgment by the High Court. If for any reason a delay occurs, the Court has to be approached for condonation of delay in filing the appeal, and the Department has to explain the day-to-day delay to the satisfaction of the Court. Every care should, therefore, be taken in handling such arbitration/court cases, and it should be ensured that timely and prompt action is taken within the period of limitation.

#### 13.16 Court cases

(1) Before any action is taken in a court of law against some party for amounts due to the Port, a reliable report of its financial standing should be obtained, and simultaneously the expenditure likely to be incurred to recover this amount should be carefully estimated so that unnecessary expenditure on litigation may be avoided where there is no reasonable chance of recovering the judgment debts from the party concerned.

(2) Although it is the primary responsibility of the Port Counsel to see to the proper defence of the case, it is equally the responsibility of superior officer of the Department to keep a constant watch over the progress of these cases and see that all such cases, at every stage, are processed properly so that the cases do not go against the Port interests by default, resulting in financial loss, etc. to the Port.

(3) The Superintending Engineer should, therefore, see that all such cases are reported to the Chief Engineer as soon as a suit against Port is threatened by any aggrieved party, or the Department itself intends to file a suit against a contractor or third party. The first report from the Superintending Engineer about such cases should give a brief description of the case, and the steps that are being taken or have been taken for

the proper defence or prosecution of the suit. Thereafter, monthly reports on each such case should be sent to the Chief Engineer detailing the progress of the case and further action taken or to be taken for its defence or its successful prosecution.

(4) To enable him to discharge properly the responsibility that has been placed upon him in the matter of defence of court cases, the Superintending Engineer should observe the following:

(a) The Executive Engineers of the Division concerned will be primarily responsible for handling and defending the court cases. He will collect all the relevant records and compile it for the benefit of the Counsel.

(b) The Superintending Engineer should also give adequate and timely instructions to the Executive Engineer to ensure that case is defended properly and handled expeditiously.

(c) If it is considered necessary to obtain the advice of higher authorities at any stage, the Superintending Engineer should refer the matter immediately to the Chief Engineer concerned for advice, either personal or in writing, according to the needs of the occasion.

(d) In order that the Superintending Engineer keeps himself fully conversant with the progress of each case, he should obtain regular reports from the Executive Engineer about the progress of the case from time to time. He will send monthly reports to the Chief Engineer. All defence statements to be filed by the Executive Engineer should be approved by the Superintending Engineer and the Counsel before the statement is filed.

(5) In all court cases concerning the Department which the Executive Engineers have to defend with the assistance of Port advocates/Counsels, the Executive Engineers concerned should intimate the complete postal address and telephone numbers (both offices and residence) to the Advocates/Counsels, so that any information/developments relating to the case is intimated to them straight away without referring the matter through the Secretary or any other higher ranking officer.

### 13.17 Judgment in Court cases

(1) The progress of the cases in the Court should be watched by the Executive Engineer who is in charge of the cases as well as by the Office of the Chief Engineer on the basis of the monthly reports. It shall be the responsibility of the Executive Engineer to send a report to the Chief Engineer direct within 48 hours after the court has delivered a judgment that is adverse to the Port with copies to the Superintending Engineer and the Secretary for information.

(2) It shall also be his responsibility to apply for and furnish with minimum delay a copy of the judgment and all other relevant papers, his own comments and the opinion of the Counsel conducting the case, on the advisability of filing an appeal/revision petition to enable the Port to come to a decision whether an appeal/revision should be filed or not. There should be no delay in communication between the Executive Engineer and the legal Counsel and personal contact by telephone, etc. should be maintained with him.

(3) On receipt of the relevant papers from the Executive Engineer, the Superintending Engineer should send his own comments to the Chief Engineer. The Chief Engineer should examine the matter on receipt of the Executive Engineer's report, and should consider the advisability of the filing an appeal/revision petition in the light of the comments of the Superintending Engineer. Thereafter, the Chief Engineer should forward his proposals to the Secretary.

(4) The proposal should be made well in advance of the last date of filing an appeal, and it should be complete in every respect, i.e. copy of the judgment (if such copy has not been received, a verbatim report of the same), and all other relevant papers should accompany the proposal.

(5) It is essential that there is co-ordination between the different sections of the Secretary and Chief Engineer's Office in such matters, i.e. Section concerned should communicate to the other Sections wherever any important decision of general interest is taken on a contractor's claim.

(6) In all cases where the officers of the Port are required to give instructions to the Port pleaders in connection with court cases, they should give complete written instructions in regard to each case. The Executive Engineers and Superintending Engineers should also see that there is no avoidable delay in the issue of the instructions to the Port pleader. In any case the instructions must be communicated at least a day before the date of hearing.

### 13.18 Law charges on civil suits

(1) The costs and expenses incurred on civil suits in connection with the execution of Port works may be divided into three categories given below:

- (i) The amount of the claim for which a decree is given.
- (ii) The amount of incidental costs incurred by the executing department in connection with a work financed from its own departmental heads of expenditure,
- (iii) The amount of incidental costs incurred by the executing department in connection with a work financed from a different head of expenditure, i.e. Deposit Work

(2) The decrimal amount of the claim vide item ;

- (i) above should be debited in all cases to the works concerned, and the charges referred to in item
- (ii) above to the sub-head "Establishment Contingencies" of the executing department. As regards item
- (iii) the amount should generally be borne by the department on whose behalf the work is undertaken on the ground that the action of the executing department was as agent and taken in the interests of the work.

(3) When, however, it is established that the law suit has been caused by a deliberate act of an employee of the agent department for his personal gain, the charges should be adjusted by recovery from the individual concerned or by debit against the merits of each case.

### 13.19 General

(1) In order to enable the Executive Engineers to put up proper defence of the case, it is necessary that as and when the Executive Engineers hand over charge of the Division, or transfer arbitration cases/works, they should, unless all the facts and arguments are already explained in the written counter statement of facts, prepare and place on record a self-contained note giving all the facts of the case and detailed comments on the claims.

(2) In order to enable speedy disposal of cases, the Executive Engineers should not ask for adjournment to the extent possible.

(3) The Executive Engineer should always maintain a separate file so far as the disputes that have cropped up on the work during the progress

of the work. In case of his transfer or relinquishing charge due to any reason, he should leave a self contained note on the file at the time of his handing over charge, giving full background of all the disputes that have cropped up during the time of his incumbency, various developments thereon and the orders passed with due reference to the connected files. This should form a necessary and essential feature of all the handing over notes. Suitable method and procedure should be devised in the Divisional Office by which such files are carefully preserved and become available at a later stage to the Executive Engineer who is required to defend the case.

(4) The transferred Executive Engineers should make a comprehensive note about the pending claims of all the contractors for works in progress or completed in their time, except those where counter statements of facts have already been prepared. The note should indicate the admissibility or otherwise of each claim and the orders of competent authority. The note along with attested true copies of important letters mentioned therein should be handed over to their successors/ other Divisions.

(5) It should be made a rule in the Divisional Office that all the drawings issued with the tender, and those subsequently followed for execution of works are properly preserved and kept along with the contract documents. It should be ensured by the Executive Engineer that suitable and adequate arrangements are made in his Division regarding preservation of all important documents, registers etc. Besides others, a list of all such records should be prepared and kept handy so that correct position of each case may be known to the Executive Engineer who is required to conduct the case, to enable him to do so on proper lines.

(6) The arbitration cases should not be considered as legacy of old and defunct Divisions handed over to subsequent Executive Engineers. These should, on the other hand, be given due importance and dealt with on priority basis at all stages till these are finally disposed of.

(7) One of the important documents for defence in an arbitration case is the agreement. It is essential that a copy of the Superintending Engineer's orders conveying his decision on recovery of compensation and copies of sanctioned extra, substituted and deviated items and sanctions to extension of time, etc. are attached to the original agreement so that these are readily available during the hearings of the arbitration case. It would be better if these papers are got signed by the contractor as far as possible, so that any claim on these issues can be refuted before the Arbitrator.



(8) Before a dispute is put to arbitration, the Department should know its exact position with regard to each item of the claims under dispute. It is very necessary that a very close and thorough study of the relevant documents is made and the case prepared accordingly.

(9) The Executive Engineer should send a quarterly statement (ending March, June, September and December) of pending arbitration cases in the proforma Annexure IV on 7th April, 7th July, 7<sup>th</sup> October and 7th January every year to the Superintending Engineer, who should send a similar statement for the entire circle to the concerned Chief Engineer on 15th April, 15th July, 15<sup>th</sup> October and 15th January every year. These reports should be reviewed by the Chief Engineer during periodical meetings with his Superintending Engineers/Executive Engineers to expedite the finalization of arbitration cases.

(10) All correspondence between the Executive Engineer and his Superintending Engineer/Chief Engineer regarding appointment of Arbitrator, or on award, and subsequent court cases, if any, should be through D.O. letters, and should be sent through special messenger.

#### 13.20 Jurisdiction of Courts

The Court of the place from where the letter of award of work has been issued ie "Mormugao" shall have the jurisdiction to decide any dispute arising out of or in respect of the contract.

Notice for appointment of Arbitrator  
[Reference para 35.3(1)]

To  
The Chief Engineer,

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signature of the applicant (only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount claims.
- 2.

Yours faithfully,  
(Signature)

Copy in duplicate to:

1. The Executive Engineer, ..... Division.

**Annexure – II**

Specimen form of undertaking to be obtained from the contractor on  
stamped paper for acceptance of award  
[Reference para 35.14(2)]

(i) WHEREAS the Mormugao Port Trust represented by .....(EE)  
operating the contract No. .... with M/s.  
..... (Name of the contractor to be indicated) for execution  
of the work ..... (Detail of work to be indicated, i.e.,  
name of work and agreement No.).

WHEREAS certain disputes had arisen in the execution of the said  
contract –

WHEREAS the parties decided to go for arbitration, the demand for  
arbitration having been made by ..... (indicate  
contractor/Port);

WHEREAS the Chairman/Dy Chairman/Chief Engineer .....  
(delete whichever is not applicable; under his powers as vested in clause  
25 of the agreement had appointed Shri ..... as Arbitrator;

WHEREAS the said Arbitrator had given his award dated....., and  
had awarded a sum of Rs.  
..... (in figures and words) in favour of the contractor in arbitration  
case No. ....; and

WHEREAS the Mormugao port Trust have decided to accept the  
said award,

(ii) It is hereby agreed upon and accepted by both the parties to the  
above-mentioned contract that the said award in its entirety is final and  
binding as regards to all the disputes referred to the Arbitrator by them  
and an amount of Rs. .... (in figures and words) given in the award in  
favour of the contractor will be paid by Mormugao Port Trust in full and  
final settlement of the amounts due to the contractor under the said  
contract.

Signature of contractor

Signature of Executive Engineer

For and on behalf of the Mormugao Port Trust

Witnesses:

- 1.
  - 2.
-

**Annexure – III**

Specimen letter asking for undertaking from the contractor for  
acceptance of award  
[Reference para 35.14(3)]

To  
.....  
.....

Sub: Award dated ..... made by Sri ....., Arbitrator in  
regard to the disputes arising out of agreement no. .... and  
referred to arbitration in arbitration case no. ....

Dear Sirs,

With reference to the award mentioned above, I am to say that the Mormugao Port trust has decided to accept the said award provided you accept the same as final and binding. Please intimate that you agree to accept payment of the sum awarded in full and final settlement of all your claims forming the subject matter of the reference to arbitration in the above case.

Yours faithfully,

Executive Engineer  
For and on behalf of Mormugao Port Trust

**Annexure – IV**

Quarterly statement showing position of pending arbitration cases  
(numbers only) for the quarter ending .....

[Reference para 35.22(9)]

Name of Division	Name of Circle	Name of Zone
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**Part I**

	As at the end of previous quarter	Added during the quarter	Cleared during the quarter	Total	Balance	
					Over 3months	Over 6 months
1	2	3	4	5	6	7

- (A) Requests made, appointments not made
- (B) Appointments made, S.F. received, but CSF not sent
- (C) CSF sent, but award not received
- (D) Award received, but payment not made

**Part II**

Details of cases pending with Arbitrators for more than 12 months

Case no	Name of Arbitrator	Name of work & contractor	Appointed on	Remarks

## **Section - II**

### **Quality Assurance**

#### **1. Introduction**

(1) The Quality Assurance activity, in order to be truly effective has to ensure a progressively improved and uniform quality of the finished work. Experience gained over years indicate that "Process Control" is essential in building construction to ensure that the work in different phases is executed in a manner pre-determined and laid down in specifications. In order to achieve the above, the pre- requisites cover among other things, an inbuilt provision in the contract for a system of continuous check on quality by the field staff and the contractor for ensuring quality of work, availability of adequately manned and equipped agency for overseeing the quality aspects, and periodical appraisal of quality and a system of feedback for effecting possible improvements.

(2) Maintenance of quality has to be imbibed in the minds of the contractor as well as the officials of the department. It is better to have a system in which the quality of work is achieved during the construction stage itself, rather than indulge in 'fire fighting' activities after the damage has been done by way of post-construction 'quality control'. Quality control does have a place in the system, but this has to be more by way of being a means of enforcement, to ensure that the quality of work is checked and controlled as a continuous process during the construction stage itself. The final output will then be satisfying both to structural as well as aesthetical sensibilities.

#### 1.2 Quality Assurance Plan

(1) A 'Quality Assurance Plan' has to be part of the tender documents. This shall indicate all the required tests to be done during the construction stage, all the relevant and applicable Codes, Specifications, and Standards, as well as the acceptable criteria for each of the relevant items of work, materials used, and the processes employed. All these have to be checked/tested periodically at the required intervals by the contractor and the departmental field officers and staff, and the reports shall have to be signed by the contractor or his authorised representative, as well as the Junior Engineer, Assistant Engineer and Executive Engineer. Copies of all such reports at various

stages shall be appended with each running account bill and the final bill, failing which no payment shall be released to the contractor. It will be deemed that work so measured, checked and paid is of the required quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform. In other words, the work would not only meet the required specifications but also the workmanship as per sound engineering practice.

(2) The Superintending Engineer shall also have to check and sign these reports at suitable intervals in token of his ensuring compliance of the 'Quality Assurance Plan' for the work. For major works costing above Rs. 2 crores, he shall check and sign these reports for works before every alternate running account bill, beginning from the first bill, as well as before the final bill is paid to the contractor. The Chief Engineer can waive this requirement in exceptional cases, and for recorded reasons. However, in any case, the Superintending Engineer shall not be absolved of his responsibility to ensure that the 'Quality Assurance Plan' is complied with in every work under his charge. It will be his responsibility to locate the lapses or deficiency and take suitable remedial action if the Quality Assurance Plan is not implemented in spirit and action by the field officers.

### 1.3 Methods Statement

In all major works of contract costing more than Rs. 10 crores, provision shall be made in the tender documents for the contractor to submit a 'Methods statement' for the approval of the department soon after the award of work to him. The 'Methods statement' is a statement by which the construction procedures for important activities of construction are stated, checked, and approved. The 'Methods statement', should have a description of the item with elaborate procedures in steps to implement the same, the specifications of the materials involved, their testing and acceptance criteria, equipments to be used, precautions to be taken, mode of measurement, etc.

### 1.4 Responsibility for Quality Assurance

The direct responsibility for ensuring proper quality of work as per approved specifications for achieving the intended performance and structural, functional and aesthetical parameters, and the desired life of the building/installation/structure rests with the construction team of

Executive Engineer, Assistant Engineer and Junior Engineer. The Superintending Engineer shall be overall responsible for management of Quality System and Procedures for the works under his charge. The powers of acceptance of substandard work delegated to the Superintending Engineer should be used sparingly and under exceptional circumstances as emphasized under *para 30.2* of this Manual. The Chief Engineer shall periodically review and monitor the Quality Assurance system. *Para 53.17* may also be seen in this regard.

1.5 Responsibilities of the construction staff and Nodal Officer or his nominee.

The broad responsibilities of the field staff and the Nodal officer or his nominee will be as under:

(i) To ensure that materials duly approved by the competent authority are used in the work.

(ii) Wherever necessary the Executive Engineer shall approve the sources for respective materials.

(iii) Samples of materials should be approved by the Executive Engineer and signed by him and the contractor and preserved till the end of the project.

(iv) Samples of various materials, fittings to be used shall be approved well in advance and displayed at sites of works with make and name of the manufacturer/supplier.

(v) As early as possible after award of work full-scale sample should be prepared for repetitive items. Such samples should be approved by the Executive Engineer with regard to their specifications, execution, performance and aesthetics. Some examples are:

(a) Frames and shutters for door windows

(b) Water supply, drainage and sanitary lines and fittings

(c) External and internal finishing

(d) Flooring, including levels and slopes and dado

(e) Door/window fittings

(f) Sample unit like corridors, toilet, room in case of non-residential areas.

(g) Various types of service pipes

(h) AC ducts/AC grills

(i) Window grills with or without coolers and AC's



- (j) False ceiling
- (k) Fire fighting pipes and fittings, conduit networks, including cable ducts and cable galleries
- (l) Shafts.

(vi) To ensure that all the mandatory field and laboratory tests as laid down in the specifications are carried out at appropriate time and materials failing to conform to the required specifications are promptly rejected and removed from site.

(vii) As far as practicable all tests on materials will be carried out at the construction site in a field laboratory, which will be set up under the control of the Executive Engineer. The equipments for such field laboratories may be purchased directly, charging their cost to the work. A Junior Engineer of the Division with aptitude for testing should be selected by the Executive Engineer for manning the laboratory. He should be given training in the Central Laboratory to familiarize with the various tests, and then placed in charge of the field laboratory. A typical list of equipments and instruments which may be procured for a field Laboratory are given in Annexures I and II. Results of routine tests carried out in the field laboratory will be promptly communicated simultaneously to the Engineer- in-charge. The Junior Engineer-in-charge of the field laboratory will be responsible for carrying out tests correctly, and for timely communication of test results to authorities mentioned above. These test results shall be analyzed, interpreted and acted upon for the purpose of ensuring quality in the work as per Quality Assurance Plan.

(viii) Although testing of materials is a very important requirement for quality assurance, often testing is not carried out by the Assistant Engineer/Junior Engineer at site till the lapse is pointed out by an inspecting officer. It is essential that the officers who have to get the work executed at site, should be aware of the various tests required to be carried out during the progress of work, and should be adequately prepared for the same before the actual work starts. A consolidated test register, duly signed by the Executive Engineer should be issued from the Divisional Office soon after the award of work.

(ix) It will be incumbent upon the Executive Engineer to keep a watch over regular testing of materials before making payment at the stage of each running bill. For this purpose, a proforma as given in Annexure III, is prescribed. The first five columns of the proforma should be filled by the Assistant Engineer/Junior Engineer, and checked by the Executive Engineer in advance, and copies as required made thereof. The remaining columns will be filled by the Assistant Engineer/Junior Engineer with each running bill and checked by the Executive Engineer before making payment.

(x) Samples for tests are taken mostly by the Junior Engineers, or some by the Assistant Engineers. Samples for 10% of mandatory tests should be collected by the Executive Engineer. 10% of the field tests should be got done by the Executive Engineers in their presence.

(xi) A guard file shall be maintained at all work sites, with copies of all inspection reports to-date.

(xii) Inspection Register, Site Order book, Record of tests, Hindrance Register, etc. should be put up for entries and review to every Inspecting Officer.

(xiii) The inspecting officers of the rank of Superintending Engineer and above shall not confine themselves only to review of progress, co-ordination and general matters, but shall also inspect the work from quality Assurance aspects.

(xiv) The Executive Engineer and Superintending Engineer should invariably review and sign the guard file of earlier inspections, Inspection Register, Site Order Book, Register of tests carried out, Hindrance Register, etc.

(xv) The Executive Engineers should ensure that the Assistant Engineers and Junior Engineers, as well as the contractor's supervisors in-charge are fully aware of the specifications and method of execution of any new/fresh item of work to be taken up in the next 2 weeks. The Assistant Engineers/Junior Engineers/Supervisors should ensure that this important aspect is not overlooked. The Junior Engineers/Assistant Engineers shall carry

the required field testing instruments as per Annexure II to ensure on site quality assurance check on a regular basis, and to enable the senior officers to conduct checks during their site visits.

(xvi) Checklist

(a) As and when any important item is taken up for execution, the Junior Engineer/Assistant Engineer should go through the specifications and invariably make a checklist. This checklist should be got approved from the Executive Engineer, and should be shown to the inspecting officers. The important items inter-alia include foundation work, including reinforcement and shuttering, brickwork, cast-in-situ mosaic flooring, doors & windows, plumbing, including water supply pipe lines, roof treatment, earth filling etc. which are a few illustrative items for check list purpose.

(b) Sample checklists for items of concrete for raft, columns /beams/slabs, water supply lines, brickwork and plastering are given in Annexure IV for guidance.

(xvii) To avoid dampness and leakage, the Executive Engineers shall ensure that necessary tests are carried out for proper slopes of canopies, chajjas, terracing, drainage arrangements, water tightness of expansion joints, joints in the water supply, drainage and sanitary works before these are covered/ concealed, and also ensure rectification of defects noticed.

(xviii) The Executive Engineers shall ensure availability of the required test equipments for field tests, as well as an updated copy of specifications, copies of agreement at sites of works.

## Annexure - VIII

### Responsibility For Quality [Reference para 53.17]

#### 1. Civil Work

Item of work	Works costing	
	Above Rs. 50 lakhs	Up to Rs. 50 lakhs
A. Materials	JE & AE	JE
(a) Sand, stone, metal & chips, bricks, ordinary glass panes		
b) Timber, paints, polish, door, shutters, windows, door/ window fittings , sanitary fitting and specials, glass panes	JE & AE	JE
(c) Marble, granite, kota stone and similar stone work items	AE & EE	JE & AE
(d) Cement and steel	AE & EE	JE & AE
(e) Bitumen, bitumen emulsion, mastic	AE & EE	JE & AE
B. Items of work		
(a) Foundation upto plinth	AE & EE	JE & AE
(b) Brick masonry/stone masonry	JE & AE	JE
(c) Centering and shuttering excluding sunshades/shelves	AE & EE	JE & AE
(d) Reinforcement and RCC	AE & EE	JE & AE
(e) Structural steel work	AE & EE	AE
(f) Steel work	AE	JE & AE
(g) Aluminum work	AE & EE	JE & AE
(h) Wood work/wood substitutes	AE & EE	JE & AE
(i) Flooring - CC, mosaic glazed/ceramic tiles	AE & EE	JE & AE
(j) Flooring & cladding - marble, granite, kota,sand stone etc.	AE & EE	AE
(k) Plastering, painting & polishing	JE & AE	JE
(l) Joints in pipes i/c testing, slopes in flooring	AE & EE	JE & AE

i/c verandah, balcony, toilets, terrace		
(m) Bitumen painting of roofs	JE & AE	JE
(n) Water proofing treatment	AE	JE & AE
(o) Fittings of doors/windows	AE	JE & AE
(p) False ceiling work	AE & EE	AE
(q) (i) Storage tanks	AE & EE	JE & AE
(ii) Sluice valves, fire hydrants	AE	JE & AE
(iii) C I/Hume pipes & specials and their lead caulked joints	AE & EE	JE & AE
(r) (i) Manholes i/c covers & frames	JE & AE	JE
(ii) CI Inspection bends & chambers	JE & AE	JE
(s) General quality of work with particular reference to lines & levels/adherence to drawings and specifications & functionality	EE & SE	AE & EE
(t) Road works	JE & AE	JE & AE
(i) Preparation of sub grade	JE & AE	JE & AE
(iii) Wearing course	AE & EE	JE & EE
C. Other important material/items	To be decided by tender accepting authority	

## **Chapter VI**

### **STORES**

#### **1. Introduction:**

1.1 Definition: The term "Stores" used in this Chapter applies generally to all articles and materials purchased or otherwise acquired for use of Port Trust, including not only expendable and issuable articles in use or accumulated for specific purpose but also articles of dead stock and Plant and Machinery. It should be noted that "Plant and Machinery" comes under the terms "Work or appliance" and the regulations prescribed for the appliances in Chapter IV and V so far as they are applicable must be followed in regard to Plant and machinery.

1.2 Expenditure on Stores: Expenditure incurred on stores for works is debitable to the work proper; expenditure for stores required for repairs and maintenance is debitable to the relative head of account for the repairs and maintenance. Expenditure on office equipment is debitable to the office contingencies of the department. Plant and Machinery being "Works" there will be specific item in the Budget, as for any other work and the expenditure is, therefore, debitable to the item proper in the Budget.

1.3 Authority for acquisition of stores: Since stores are debitable to the appropriate head of account (maintenance and/or office contingencies) to the work proper, the approval of the Budget provision/the expenditure sanction to the work imply authority for acquisition of the stores and the officers, who are responsible for administering the appropriations (controlling officers) are authorized to acquire stores against the appropriations details in the sanctioned Budget. Such officers are also called "Indenting Officers"

The only exceptions are items of dead stock special office contingencies and tool for which specific prior sanction of competent authority is required, even though there is Budget provision for their acquisition.

1.4 Control over expenditure on stores:

1.4.1 With a view to exercising strict control over expenditure on stores, the following action should be taken:

- (i) Administrative approval of the Chairman should be obtained before initiating purchase action for stores costing over Rs. 1 lakh singly.
- (ii) Norms should be fixed for consumption of stores by various indenters.
- (iii) Budget Estimates should be prepared for purchase of stores on a proper basis by the Superintending Engineer.

1.4.2 While seeking administrative approval, full particulars of the stock in hand rate of consumption on the basis of norms or proposed to be fixed, average quantity indented or purchased during the last three years reasons for variations, if any, use to which the stores or materials are put to and the cost on the basis of the last supply as ascertained from the rate not should be furnished. The reports should be clear and concise. While fixing the norms for use of various consumable stores, tendency to propose norms as a built-in-cushion should be strictly avoided. It will be the duty of the countersigning officer to examine meticulously the norms proposed by the indenting officer and to ensure that these are adhered to while placing the indent.

1.4.3 Every year while submitting proposals for the Budget, every Cost Centre under the CE's Dept. should prepare estimates of stores and materials proposed to be purchase by him for inclusion in the Budget Estimates.

## 2. Classifications of Stores and Powers for the Purchase of Stores:

2.1 Classifications of stores: The stores of the Engg. Dept. may be broadly classified as under:

- (i) Item of office contingencies, tools and appliance, which are together known as "dead stock" items
- (ii) Building materials
- (iii) Plant and Machineries
- (iv) Spare parts for plant and machineries
- (v) Stationery
- (vi) General Stores.

2.2 CE's powers to purchase of stores:

Although the Materials Manger Division is responsible for the purchase of all articles, which it is necessary to stock, the CE has been authroised to purchase directly such materials are required to his department.

The following items of building materials and miscellaneous stores and purchased directly by the Chief Engineer:-

Building Materials:

1. Granite blocks
2. Lime
3. Paving stones, paver blocks
4. Rubble
5. Sand
6. Kota stone, Tandur stone, Shahabad laddies in flooring and dado Tiles
7. Stone setts, kerbs and water tables
8. Bricks, cement blocks.
9. Mangalore tiles, cowls and ridges
10. Cement
11. Cement tiles – Plain and mosaic, ceramic tiles
12. White glazed tiles and necessary accessories.

Miscellaneous items:

1. Red earth
2. Garden manure, chemical fertilizers
3. Road metal, aggregate, ballast.
4. Railway fixtures and fastenings

Materials of architectural and other aesthetic importance : The CE may also purchase directly special articles of furniture (other than the steel furniture ) and fittings and other special articles architectural and aesthetic considerations. In such cases, specific sanctions should be obtained for effecting direct purchase.

2.3 Principals to be followed by the CE/MM in effecting purchases:

- (i) All materials must be purchase after inviting quotations or tenders in the appropriate form
- (ii) The annual contract purchase system may be resorted to as fully as possible as it is not business like to purchase stores in driblets.
- (iii) The Port trust should report to Govt. procuring agency viz. the D.G.S.D. to obtain the necessary supplies through their Rate and Running contracts. The MM is the only officer in Port Trust, who can place a direct indent for items covered by the MM Rate Contracts. If, therefore, any of the items which the CE has been empowered to purchase as detailed above are on the D.G.S.D rate contract list, these will have to be purchased through the MM Division under D.G.S.D rate contract list.



## 2.4 Emergency powers of purchase of stores by the CE:

2.4.1 Items held in stock by the MM Division: Occasions arise when certain items of stores which are normally stocked by the MM are not immediately available, it is likely to delay repairs to vessels, plant and machinery, equipment or vehicle. The CE has been authorized to make direct purchases locally of such stores after ascertaining from the MM that the item is not in his stock.

2.4.2 Non-stock items with the MM: Similarly, the CE is also authorized to incur expenditure on petty stores required for the working of his establishment including instruments, equipment, apparatus which are not held in stock by the MM. The CE can make purchase, subject to the ceiling of Rs. 4000/- in each case.

## 3. Direct purchase of stores by the Chief Engineer

3.1 Annual contracts : A list of items which the CE is authorized to purchase directly are detailed in above paras. Rubble, metal, moorum, stone –dust, sand, bricks lime, Mangalore tiles, cowls and ridges , sett stones, kerbs and water tables, red earth and garden manure, white glazed tiles and accessories and such of the materials as are required throughout the year are purchased through contractor.

3.2.1 Methods of measurement and payment: In respect of rubble, metal, moorum, stone dust, sand, red earth and garden manure, the contractor is required to form depots for the purchases of measurement. Lorry measurements are not acceptable. The requisitioning officer should measure these depots, send note to the Divisional Engineer (EE) setting forth the measurements and quantities of materials supplied by the contractor against the particular order. The Divisional Engineer will check these measurements and only thereafter the requisitioning officer enters the measurements into the official measurement book, prepare bill and passes it on to the Office Supdt. (Accounts) .

Sett Stones, kerbs and tiles, cement blocks, Mangalore tiles, cowls, water tables should be counted but the remaining procedures will be the same as detailed above.

The contractor to give a challan for these. The procedure as detailed above otherwise should be followed. These materials are taken on the register maintained by the JE.

White glazed tiles, tandur stone and kotah stone ladies, Shahabad laddies should be counted. These materials are taken on register maintained by the Junior Engineers. Preparation of bill and issuing of challans etc., the procedure should be same as above.

#### 4. Procurement of Materials through the MM Division

4.1 Working of the Stores Department: The MM is the principal purchase and stocking officer of the Mormugao Port Trust. No other department is allowed to stock the materials beyond certain limits specified by the Administration. The MM has classified stores into the categories viz. (i) stock items and (ii) non-stock items.

In regards to certain non-stock items and in regard to certain stock items also, the MM enters into annual contracts, so that on receipt of an indent from the officers, he can place an order on the contractor to supply the materials, thus cutting out the time required for procedural details.

In regard to other non-stock items, the MM takes action for effecting specific purchases against specific indents and on receipt of the material, supplies them to the indenter. Some items are called purchase items is relatively simple. In regard to other items, he had to go through the elaborate procedure of preparing tenders, sending out invitations to tenderers, receiving tenders scrutinizing them, obtaining sanction through FA&CAO the Dy. Chairman / Chairman /Board's sanction to purchase, placing a purchase order on the successful tenderers and receiving the items. This necessarily takes some time.

All the Engineering Officers must keep these facts in mind and form a reasonable estimate of the time that will be taken by the MM to supply materials against the indents and take up the matter with the MM for delays, if any, in the receipt of the materials.

4.2 Whenever any materials are required by a Section for use on works or in the course of ordinary maintenance and repairs the Section Officer/AEE/AE/JE demands the material from the MM in the prescribed

form. The requisitioning officer should state correctly the description of the items required and the quantities needed at a time. He should also indicate the correct account head of work against which the material is to be charged off.

#### 4.3 Procedure for placing indents:

4.3.1 Stores which are required to be procured through the MM should be obtained from him by placing an indent on him on the prescribed form.

4.3.2 Only certain officers of the Engg. Dept. are authorized to place indents on the MM who has instructions to honour indents signed only by these officers. The following table gives the designation of the indenting officers and countersigning officers.

Sr. No.	Name of the Section/Office	Indenting officer	Countersigning Officer
1.	Chief Engineer's Office	EO	DY.CE
2.	Project Construction Division	All E.Es	SE, Project
3.	Design and Drawing	E.E	Dy.CE
4.	Maintenance works division	A.E.E/AE's	SE
5.	Railway Engineering Section	A.E.E. Railway	SE/Dy.CE

It will be the responsibility of the countersigning officer to effect control over determining requirements stores materials.

4.3.3 Before placing an indent on the MM, the indenting Officer must obtain requisite sanction, if necessary, for the procurement of the stores. Such items for which prior sanction is required are the items of office contingencies, of tools and appliances, which are together known as "Dead Stock" items and plant and machinery.

Stores should not be indented for unless funds are available to meet the cost. The only permissible exceptions to this rule are that stores are required for

- (a) Work urgently necessary to safeguard life or property or to repair damage caused by floods, accidents or other unforeseen contingencies or
- (b) Works to meet the minimum needs which are considered by the Chief Engineer/Chairman or other officers to whom such powers are delegated

by him, so urgent that they must be started before the earliest date by which detailed estimates could be prepared and sanction for funds obtained.

4.3.4 Ordinarily materials should be indented only in such quantities as are required for immediate use on a sanctioned work or for use within a certain period as in the case of stationery, forms etc. or as in the case of material required for day-to-day repairs and maintenance. Stock of materials which does not conform with the above conditions should be strictly avoided.

4.3.5 There should be a separate indent for each item. Indent for stress placed on the MM should be complete in all respect. The Indenting Officer should ensure that

- (i) full objective and corrective particulars of stores required are maintained in the indent.
- (ii) the nomenclature, the code number of item in case of codified items, the type number and the cost centre of the account head should be correctly stated on the indent.
- (iii) the reference to sanction, if any, obtained for procurement of the stores, is mentioned.
- (iv) if the material is required to be obtained and stocked in anticipation of sanction to the work, the Chairman's sanction for the same should be mentioned.
- (v) In case of non-stock material estimated cost should be mentioned.
- (vi) The urgency of procurement should be indicated on the indent. The norms are as follows:-
  - (a) Normal – for supply within three/four months
  - (b) Urgent – for supply within six weeks
  - (c) Immediate – for supply within three weeks.The period can be reduced in exceptional cases.
- (vii) Wherever possible, the item should conform to Indian Standard Specifications, wherever applicable. Where such specifications have not been laid down, these should be prescribed consistent with the requirement of safety security and end-use of the stores.
- (viii) Stores should be purchased to specifications rather than to samples, where samples are unavoidable, they should be supplementary.

- (ix) In the indent for spare parts, reference to the date and number of the indent under which the main equipment was obtained from the MM and any guarantee/warranty about the supply of spare parts will be mentioned.

4.3.6 Enquiry Notes: Enquiry Note are received from the MM seeking information as to the suitability of the particular sample against the material indented. These enquiries should be repaired to expeditiously. The enquiry notes are received in duplicate, the original of which is to be returned to the MM with remarks, the duplicate being retained in the office of the indenter. If the Indenting Officer feels that the approval of the countersigning officer is necessary for the reply to be sent, he should send it through that officer who should forward the same promptly after counter signature to the MM to enable him to arrange for compliance of the indent.

4.3.7 The indents placed on the MM should not be cancelled or the quantities mentioned therein reduced light-heartedly. Before cancelling any indent, the Indenting Officer should ascertain from the Mm the exact position in regard to the indent, and only in consultation with him, cancel it or reduce the quantity.

4.3.8 The Indenting Officer should not enter into direct correspondence with the suppliers or their agents in case where the work of procurement is to be done by MM.

4.3.9 Pending Indents: Pending indents are those for which supplies have not been received from the MM within a reasonable time-limit. Every Divisional Officer placing indents on the MM should review the Indent Register from time to time and a list of pending indents should be prepared. Periodic reminders to the MM should be prepared. Periodic reminders to the MM should be sent along with the list of pending indents. Personal contracts with the officers of MM Division also should be made for expediting the supply of materials.

4.4 Supply of materials to contractor through MM Division.

4.4.1 The procedure which has been stated above is in respect of materials which are indented on the MM and to be used on works to be carried out departmentally or for ordinary repairs and maintenance. In case of materials which are required to be issued to contractors in certain

cases but which are required to be supplied through the MM, a slightly different procedure is followed. The present practice is to not to supply steel and cement materials to the contractors since this has become an uncontrolled item.

4.4.2 The Indenting Officer will place a requisition on the MM for the different categories of steel items or any other items along with indents for each individual item. A copy of the requisition will be given to the contractor concerned who should present the same to the MM for delivery of the materials to him. It is not expected that the contractor will lift full quantity of material indented at one time but may lift the same in quantities as may be required by him on the work. It should, therefore, be ensured while placing the requisition that only that quantity of steel or Material is indented which is immediately required on work.

The MM will issue the material to the contractor against the 'S' note ( S= supply) when the full quota of the indented material is supplied. The MM will return two copies of the indent after correcting the same to indicate the exact quantity issued. One copy of these will be returned to the MM in token of having received the material. The other copy will form the office copy for the concerned Division.

#### A.C. materials

The AC materials are to be indented on the MM. It is the responsibility of the Indenting Officer to take the delivery of the material when received and store the same till it is used on the work or issued to the contractors.

If the A.C. materials are intended to be supplied to the contractors on contract work, then the price of be stipulated in the tender document for issue to the contractors should be fixed to take into account the following:-

D.G.S.D. price per unit including Excise Duty, Octroi , Sales Tax and other incidental charges.

#### 4.5 Uniforms and Monsoon Requirement:

4.5.1 The Mormugao Port Trust supplies clothing for uniforms to some categories of their employees. The MPT also supplies monsoon requirements to certain categories of staff.

4.5.2 Procurement of clothing for uniforms : The MM sends out a circular sometime in the month of April every year requesting every Division of the Engg. Dept. to furnish their requirement for the uniform clothing cotton, terrycot and woolen, raincoat, gumboots, helmets, etc. during the next calendar year. Their demand is to be furnished in accordance with the sanctions in regard to the numbers of each type of uniforms to be supplied, their periodicity and the category for whom these are to be issued. The information is furnished in statements as required by the MM along with the above statement, it is also necessary to furnish a list of employees to whom the uniform are to be supplied. The information is to be furnished by the MM in this regard.

Administrative Officer is collecting the uniform and all the materials directly from MM division. A register is required to be maintained for the respective year for issue of clothing for uniforms to the employees.

#### 5. Receipt, Custody, Issue, Accountal and verification of Stores.

5.1 Receipt of stores: All materials to be collected from MM or directly from the supplier shall be examined and checked, as the case may be, when delivery is taken, they shall be taken by a responsible Sr.Clerk, who shall see that the quantities are correct, their quality good and they are according to approved specification where prescribed. It is only after this that the Sr.Clerk should sign the register, acknowledging receipt of the stores. He should also ensure that the stores are taken on the appropriate register.

5.2 Custody of Stores: All the officers entrusted with the stores of any kind shall take special case for arranging of the safe custody, for providing suitable accommodations, more particularly for valuable and combustible stores, for keeping in good and efficient condition and for protecting from loss, damage or deterioration.

5.3 Accountal of Stores : Every officer shall maintain suitable accounts and inventories and prepare correct returns in respect of the stores in his charge with a view to prevent losses through theft, accident, fraud or otherwise and to making it possible at any time to check the actual balances. The following are the general and essential particulars and in accordance with which such accounts are to be kept.

5.4 Dead Stock: Separate account shall be kept of all the items of dead stock. As already mentioned in above paras distinct register should be maintained for the items of office contingencies and for the items of tools. Information in all the columns in the prescribed form must always be kept up-to-date. The dead stock register shall be maintained at the site of the dead stock. If, however, an officer is responsible for a large area, a central dead stock register may be maintained indicating therein against each item the exact site where the item is kept. Some of the most commonly occurring omissions in the maintenance of dead sock register are indicated below:

- (i) Articles of dead stock which have been indented for an received during the year are not entered.
- (ii) Articles which are broken, worn out and/or no longer serviceable and which have to be written off/removed from the list have not been sent to the MM for disposal. In cases where such articles have been sent to the MM, the particulars of the credit note under which they have been sent are not recorded in the register.
- (iii) Articles which have been missing are not separately reported on.
- (iv) Sr. Clerk In-charge have failed to initial their explanations in the remarks column.

Another omission in the maintenance of dead stock register is the failure to enter the fullest description of each article- its make, model number, dimensions etc.

Articles of dead stock shall be verified at least one a year and the result of verification recorded on the dead stock register. The verification should be done in accordance with the rules described in para below. This verifications shall be done independently of the verifications, which the auditors of the Accounts Department are required to do. All discrepancies noticed shall be properly investigated and brought to account immediately so that the register may represent the true state of affairs.

No item of dead stock should be loaned to a third party without the specific sanction in writing of the Chief Engineer and without prescribing precise hire charges.

5.5 Plant & Machinery: An inventory of all the plant and machinery in-charge of an officer shall be kept in he prescribed form. Other points mentioned in above paras shall also hold good in the case of plant and machinery.



## 5.6 Rules for verifications of stores including dead stock and plant and machinery

(i) A physical verification of all the stores shall be made at least once in a year and subject to the conditions that the verification is not entrusted to a person:-

(a) Who is the custodian of the stores to be verified and

(b) Who is not conversant with the classifications, nomenclature and technique of the particular class of stores to be verified.

(ii) The verification shall never be left to the low paid subordinates. In case of large and important stores, it will be, as far as possible entrusted to a responsible officer who is independent of the staff member in physical charge of the stores.

(iii) In making physical verification, the following instructions shall invariably be observed:-

(a) Verification shall always be made in the presence of the staff member responsible for the custody of the stores or of a responsible staff member deputed by him.

(b) All discrepancies notices shall be brought to account immediately, so that stores account may represent a true state of affairs.

(c) Shortage and damages, as well as unserviceable stores, shall be reported immediately to the officers in charge of the stores.

(iv) A certificate of verification of stores with its result shall be recorded on the list, inventory or account, as the case may be wherever such verification is carried out.

(v) The contents of this para are applicable only to those officers who are maintaining regular stores registers in Maintenance Section.

## 5.7 Excessive stock of stores:

Balance of stores shall not be held in excess of the requirements for a reasonable period or in excess of any prescribed maximum limit. Apart from the fact that a large stock means blocking of a considerable amount of capital, certain of these stores are likely to deteriorate within short time and the stocking of such stores for a long time is likely to affect their quality. Some of such items are:

(a) Cement

(b) Timber and plywood

(c) Distempers

- (d) Bleaching powder
- (e) Spirit
- (f) Caustic Soda
- (g) Oils
- (h) Disinfectants

Not with standing that limits for stocks have been prescribed for the above materials, their stock should as far as possible be restricted to the quantity likely to be used in about 3 to 4 months time

5.8 Periodical inspection for purchase of keeping check on the surplus or obsolete stores: Periodical inspection of stores shall be made by a responsible officer who shall submit report of the surplus or obsolete stores to the officer-in-charge of the stores. The inspection shall, unless there be good reason to the contrary, be made six monthly in case of perishable stores and once a year in case of other stores, except that in case of cement, the tests should be made about its quality every two months after the stock is three months old.

5.9 Declaration of surplus stores: Stores remaining in stock for more than one year shall be considered surplus unless there is a good reason to treat them as otherwise. Since the material, if kept in stock indefinitely, are liable to deteriorate and also imply blocking of capital and avoidable watch and ward, surplus materials should be immediately reported, so that requisite action, either for their transfer to another officer who can make use of them, or for their disposal can be taken. The full reason for declaring them as surplus, obsolete or unserviceable shall be stated. Where the stores have become obsolete, surplus or unserviceable due to normal wear and tear there is no requisition 'Write off' of any loss. If, however, the stores have become obsolete surplus or unserviceable owing to negligence, fraud etc., on the part of any staff member, it will be necessary to fix responsibility for the loss, to devise remedial measure to prevent recurrence of such incidents and also to obtain sanction of the competent authority to write off of the loss involved. The reports on surplus/obsolete stores should be made in the proforma shown in Annexures.

#### 5.10 Losses of stores

5.10.1 After each physical verification, the question as to where there has been any stores should be ascertained. Losses are normally of two types viz.

- (i) Due to depreciation and
- (ii) Due to other reasons

5.10.2 Losses due to depreciation: Loss due to depreciation may be of the following nature

- (a) Loss due to normal fluctuation of market prices
- (b) Loss due to normal wear and tear of the stores
- (c) Loss due to lack of foresight in regulating purchase and
- (d) Loss due to neglect after purchase

Item(a) and (c) above are not of such relevance so far as the Engg. Deptt. is concerned

5.10.3 Losses due to other reasons: Losses due to reasons other than depreciation may be of the following nature:

- (a) Loss due to theft or fraud
- (b) Loss due to neglect
- (c) Loss due to an act of god and other calamities such as fire etc.,
- (d) Loss due to the stores having become surplus or obsolete
- (e) Other losses due to damage etc.

5.10.4 Report of all losses : All the losses duly classified as above should be reported to the Chief Engineer as soon as they are suspected or observed. Some of the losses of the kind mentioned above, being generally avoidable require a thorough investigation. If the loss is due or suspected to be due to fraud, theft or criminal offence, it should be reported without delay to the police. At the same time, departmental enquiries should be instituted with a view to ascertain the circumstances of the loss or fraud etc., and fix responsibilities for the same.

5.10.5 Sanction to the write off of losses would be necessary only in the cases where stores, etc. are missing ( as in the case of fire, theft, etc. ) Section 96(1), 96(2) of the MPT Act provides the authority for writing off of the losses.

5.11 Sale and disposal of stores: All the stores serviceable or unserviceable, should be sent to the MM for disposal whenever necessary. The procedure for the disposal of stores is as follows:-

(a) Plant and Machinery: If the item of plant and machinery are rendered unserviceable or surplus before the end of their useful life, the sanction to write off the loss must be obtained by giving proper justification for

the same. Where, however no write off is involved then the Chief Engineer's administrative approval is necessary for such disposal. The fullest details of the Plant & Machinery and exact reason for its disposal should be given while seeking such administrative approval for disposing off the items of Plant & machinery. In case of vehicles or machinery the action on disposal should be started as soon as signs of unserviceability becomes manifest. The vehicles should be got inspected by Supdt. Engineer, MPT Workshops and his certificate to that effect obtained. The Chairman has issued directions that action should be initiated in time so that vehicles do not lie idling.

Incidentally, in cases where spares are stocked for plant & machinery, it would be desirable to dispose off the spares simultaneously with the plant for which they were procured.

(b) Items of dead stock, tools and appliances, office contingencies: If they have not reached the end of their useful life, the sanction to "Write off" the "loss" must be obtained before sending them to the MM for disposal. The fullest details of the asset and the exact reasons for disposal should be given while seeking sanction to their disposal. The authority competent to sanction the purchase of items categorised above would eventually accord sanction for their disposal on their reaching the end of their useful life. Where no write off is involved, these items can be straightway sent to the MM under credit note for disposal. The certificate that the material have become unserviceable due to normal wear and tear etc. as detailed above should be given on credit Note.

There is, however, one more condition attached to all the items covered by (a) & (b) above. These items may have been used up for their pre-determined life expectancy but still could be serviceable. Although the disposal does not involve any write off of loss as such it would appear that Chairman the sanction would be required to disposed off such materials if they are serviceable.

(c) Unserviceable stores, scraps etc.: These materials can be straightway sent to MM under credit note for disposal. However, unserviceable pieces of asbestos sheet and similar material should not be sent to the MM for disposal but should be disposed off like other debris and refuse by sending to filling areas.

## 6. Store Accounts

6.1 Introduction: The general administration of all the stores of a division is vested in the Divisional Engineer on whom primarily devolves the duty of arranging in accordance with such rules and instructions as may have been issued by the CE or the FA&CAO for

- (i) The acquisition of the stores
- (ii) their custody and distribution according to the requirements of works and
- (iii) Their disposal

The member of the clerical staff and/or other subordinate officers/supervisory technical staff entrusted by the Divisional Engineer with the care, safe custody, use or consumption of store are responsible for maintaining correct records and preparing correct returns in respect of stores entrusted to their custody.

All transactions of receipt and issues should be recorded strictly in accordance with the prescribed rules or procedures in the order of occurrence and as such soon as they take place.

The accounts of stores are based on the fundamental principles that the cost of their requisition should be debited to the appropriate head of account or the particular work for which they are required and on which they are used. If this can be decided at the time of purchase, the cost should be debited to that head.

The empty tins, containers, bags etc., are usually disposed of through the MM. If such materials are retained for use on works, no book transfers are necessary, but a numerical account of issues and receipt should be maintained.

## **Chapter VII**

### **Land & Estate**

#### **1. Introduction**

1.1 MPT foreshore property extends from Cortalim in the East to Headland Sada in the West on the southern bank of river Zuari and upto Dona-Paula promenade on northern bank of river Zuari. MPT landed property is mainly at Headland Sada, Vasco and Baina. These estates are specifically developed for the Port operations, leasing to Port Users and Port based industries after the needs of the Port Trust itself are satisfied.

1.2 The Management and administration of the Port Trust estates involves development of estate to ensure maximum returns to the owner, valuation of land and buildings, fixation and recovery of rent and all other matters in connection with ownership, letting etc. of estates, obtaining additional land by way of options, lease, acquisition, etc. It also involves in addition regulation of land utilization so as to afford maximum facility to the Port users and Port based industries.

1.3 For the purpose of administrative convenience, the administration and management of the operational areas, berths, stackyards, warehouses, transit sheds and certain other areas is entrusted to the Traffic Manager.

1.4 The administration and management of the entire estate excluding the areas mentioned above in para 1.3 is entrusted to the Chief Engineer with effect from 03.01.2011 vide Office Order No. 46 under ref. No. GAD/PC.A/87/2010/H-223 dated 03.01.2011 issued by Secretary, MPT. Before this all estate matters were looked after by Secretary, General Administration Department.

1.5 The Engineering Department is also concerned only with giving engineering advise to the Traffic, GAD, DC, CME in regard to administration and management of areas under their charge and carrying out engineering works for development utilization of estate and properties.

## **2. Detailed of all the Landed Estate of the Port**

- 2.1 Land area available with Mormugao Port Administration, after liberation, was 277 acres, of this area of the Port between the hills slope of Vasco-Harbour road and the then existing shore line was only 158 acres. This included Breakwater, Berth nos. (1) to (7), further shore-line, Railway tracks, back-up area for cargo, sheds, installations, etc. This area accounted for 59% of the overall area of 269 acres in possession of the Port.
- 2.2 The stretch of land on the Headland then with the Port Administration was 68 acres i.e. 25% of the overall area of 269 acres.
- 2.3 Balance area of 51 acres was spread over Driver's Hill, Baina and Vasco.
- 2.4 M/s. Howe (India) Pvt. Ltd were appointed as Consultants in 1970's. Their recommendation to provide deep draft Oil and Ore Berths; Barge Jetties, dredging the entrance channel, turning circle and alongside the Berths; constructing the bunds and utilizing the suitable dredged material for reclamation – in order to create the land mass for the installation of Ore Handling Plant, stacking areas, etc. – was accepted.  
Thus reclamation resulted in the additional land area to the tune of 75 acres for the Port expansion scheme, bringing the area to 233 acres (158+75 acres).
- 2.5 Land demand for further development remained, and still remains, unsatisfied. In order to meet the need for expansion, the dredged material at the time of construction of Berth no.10 was utilized to reclaim further area.
- 2.6 The new reclamation added land area to the extent of 30 acres for infrastructural facilities, thus bringing the overall area for Berths, storage of cargo and other facilities to 263 acres (233 +30 acres ).
- 2.7 During the construction of Berth No. 5A & 6A by M/s South West Port Ltd. (SWPL) the new reclamation added the area of 14.83 acres thus bringing the overall area 277.83 acres.

## **3. Land on the Headland**

- 3.1 The Port needed the land area on the Headland for habitation of its Officers and members of the staff, related facilities and cargo storage facilities. Therefore, after liberation, land measuring 128.38 acres has been obtained from the Government of Goa, in stages.

Land in possession of the Port on the Headland has thus increased to 196.38 acres (68 + 128.38 acres).

3.2 Land in Vasco and beyond

As stated in para (1.1.3), the land available in Vasco area was to the tune of 51 acres. However, of this, the area measuring 8.16 acres on the Driver's Hill has been handed over to the South Central Railway Authorities, on permanent basis. This reduces the area in and around Vasco to 42.84 acres (51- 8.16 acres).

3.3 Foreseeing the increase in the demand of land in future, the Port Administration has prudently purchased 5.07 acres of land near naval Depot Area. Thus, the area of land with the Port in 'Vasco and beyond' is 47.91 acres (42.84 + 5.07 acres).

3.4 Reclamation by different parties carrying out the Barge repair activities in the water area licensed to them along the north side of the Zuari river has added the area of 11.36 acres. Thus the area of land with the Port in 'Vasco and beyond' is 59.27 acres (47.91 + 11.36 acres).

3.5 Overall area

Overall area with the Port, at present, is 533.48 acres as shown in drawing no.(1) and as tabulated below:-

(i)	For Port facilities	277.83 acres
(ii)	On the Headland	196.38 acres
(iii)	Vasco and beyond	59.27 acres

Total	533.48 acres
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3.6 Leased land Areas

The Port Administration has leased, so far, on licence and BOOT basis the aggregate area of 41.75 acres to the following parties:-

(i)	Western India Shipyard Ltd.	7.41 acres
(ii)	South West Port Ltd.,	10.03 acres
(iii)	United Storage Tank Terminal Ltd.,	0.96 acres
(iv)	Indian Molassees Company Ltd.,	0.17 acres
(v)	Zuari Industries	0.29 acres
(vi)	Zuari Industries	1.63 acres
(vii)	Zuari Industries Ltd.	1.51 acres
(viii)	Indian Oil Company	2.58 acres
(ix)	Fisheries Survey of India	0.74 acres
(x)	Central Warehousing Corporation	3.52 acres
(xi)	Zuari Indian Oil Tanking Ltd.,	0.61 acres



(xii) Food Corporation of India	6.40 acres
(xiii) Ganesh Benzoplast Ltd	4.97acres
(xiv) Chowgule Education Association	0.22acres
(xv) Christopher Church	0.45acres
(xvi) Electricity Department Goa	0.12acres
(xvii) Chittaranjan Rai	0.05acres
(xviii) Telecom Department	0.09acres
	41.75 acres
	=====

#### **4. LIST OF LICENSEE'S (for 11 months) FOR WATER AREA ALONG RIVER ZUARI (AS ON DECEMEBR 2011)**

<u>Name</u>	<u>Area in M2</u>	<u>Purpose</u>
1) Abhisek Engineers	780.00+ 260(temp)	Water area for barge top repairs
2) Mandovi Ore Carriers	980.00	Water area for barge top repairs
3) Composite Materials Ltd.	1,191.00	Reclaimed area
4) Waterways Ship yard	3640 + 354	Reclaimed + water area - Repairs& drydock
5) Vimani	200 +600	Reclaimed + water area - Repair & Dry Dock
6) Sesa Goa Ltd.	3210.00	reclaimed + water area - Repair & Dry Dock
7) Trident Engineers	600.00	Water area
8) Daniel Engineering	158 + 4000m2	Water area ( reclaimed)
9) Pinky Shipyard Pvt. Ltd.,	6378 + 600	Foreshore area - Reclaimed
10)Gultare energy	7736.00	Water area - Ship Constructions
11) Sushma Engineering	600.00	Water area

#### **5. LIST OF LESSEES (25 YEARS ) FOR WATER AREA ALONG RIVER ZUARI**

5.1. Marman Engineering 13010 M<sup>2</sup> +8640 M<sup>2</sup> Water area + reclaimed

#### **6. Headland**

6.1 Port area on the Headland has been utilised mainly for the offices, bungalows, residential quarters, schools, play-grounds, Guest

House, Auditorium, surface and overhead reservoirs, shopping centre, club, park, health clinic, sewage plant, etc. All the available space is being utilized prudently. Though most of the areas are nearly saturated, some vacant areas (drg.no.1) are still available, as shown below:-

- i) On the south side of the headland – Shipbuilding Institute Road.
- ii) On the southern side of 'A' type quarters
- iii) Bharat Lines.
- iv) MRH 7A complex.
- v) Area between Sewage Plant and the road.
- vi) Area south of Civil Engineering Department's Maintenance Office.

## 2.2 Area on the south-side of the Headland – Shipbuilding Institute Road.

Out of the total area of 38.74 acres available here, area measuring 10.26 acres has been leased to Fisheries Survey of India, Central Warehousing Corporation (CWC) and Food Corporation of India. It is understood that the proposal to allot further 10 acres of land to CWC (5 acres) and Ganesh Benzoplast Ltd. (5 acres) is under active consideration. The area thus left with the Port Administration would be 18.48 acres (38.74 – 20.26 acres).

This area not being far off from NH-17B, its importance is quite high and accessibility easier. Further, expansion of the Port being on the anvil and in view of the space constraints at future Berths nos.12 and 13, this area can come handy for open and covered storage, notwithstanding the lead of about 5 kms.

## 6.3 Bharat Lines

Quarters have been constructed here during the pre-liberation time. Only the additions and alterations have done in these quarters and no new constructions have been taken on hand. Area available here is 4.81 acres.

## 6.4 MRH Bungalow Complex

All the bungalows of the Port Administration are of pre-liberation era. Another feature is that they have been built in the clusters of

3 and 4, e.g. MRH-4, MRH-5 and MRH-6 near the Main A.O building and MRH-7B and MRH 7C.

While all the other bungalows are quite old with Mangalore tiled/A.C. sheet roof, MRH 7B and MRH 7C have been constructed before liberation. They have R.C.C. roof with sprawling open areas. Considerable additions have also been made in them since then. MRH 7B is reserved for Dy. Chairman and MRH 7C is occupied by Chief Engineer.

- 6.5 Area between Sewage Plant and the Road leading to MPT Hospital  
There is a vacant plot leading to Japanese Garden and Sewage Plant.

It is not suitable for residential quarters, as foul smell from the Sewage Plant might occasionally be felt around. At present, Port buses are parked there.

- 6.6 Important structures

i)Fort

This is an archeological feature. It houses a Chapel. A survey transit point is also located here.

There are two pathways leading to it – one through the compound wall of A.O. building (there is no motorable access now) and the other by climbing the steps opposite the Palace hotel. Anyone using this second route can directly stray into A.U. building area. Hence this pathway from down may be closed.

Standing/sitting atop the Fort or its parapets, one can have a panoramic view of the vast expanse of sea and the Harbour. It can inspire a lyricist to compose a memorable tune, a painter to draw the Nature's exquisite colours and a thinker to meditate on his mystic philosophy. It can also give peace and solace to a disturbed mind.

ii)New Administrative Office Building

New A.O. Building is the jewel on the Headland and a splendor with its fountains and green surroundings.

iii)Guest House

A veritable Shangri-la on the Headland – the place evoking irresistible desire in the minds of the Government and non-Government Officials and MPT Guest to stay in at least for a few days.

## **7. Vasco-Baina Area**

- 7.1 Vasco – Baina area, though a little distance away from the main Port Operational activities. There are:-
- i) Traffic sheds - for receiving and dispatching cargo.
  - ii) Old Hospital Complex
  - iii) MPT Workshop Complex
  - iv) Materials Management Complex
  - v) Sump wells
  - vi) Housing Colonies at Desterro, Hospital and Baina – Housing of 148 families of the Port employees.
  - vii) Football ground
  - viii) Mormugao Port Institute and New Commercial Building near Railway Station.
  - ix) Railway Sidings

## **8. Letting of structures**

### **8.1 Procedure**

1. Receive application from prospective allottees or invite tender for the land / waterfront area /shops/office premises to be licensed alongwith the details of the premises .
2. Scrutiny of proposal for letting out Port Trust structure. This proposal should be examine in the lights of land policy guidelines 2010. It should be examine who is the proposed user and satisfied our self that user can be permitted without determine with the interest of the Port Trust.  
Checking the various permissions submitted. Chairman is empowered to issue the licence is upto 11 months and renew 2 terms of licence period of 11 months. The Board is empowered for the Leasing of all the premises beyond 11 months and upto 30 years subject to approval of Ministry.
3. After approval of the competent authority convey the allotment to the party alongwith Terms and conditions and license fee to be paid. Preparation of Draft License/ Lease Agreement and to be vetted by Legal section.
4. Execution of Agreements after obtaining all the necessary documents i.e. Bank Guarantee , approvals if any after allotment and payment of license fee by the party and document authorizing the signatory to sign the agreement.

5. Enforcement of lease agreement : Enforcement of all the provision of lease agreements are the responsibility of the concerned department administering the lease. This department is required to give such engineering advice may be required by those department for enforcing the provision of the agreement. Certain important provision of these agreements are detailed below.

i) Additional and alteration to the structure ; The lessee is strictly forbidden from carrying out any addition or alterations to the structures without the permission of the CE. When such proposal are referred us for advice they should be dealt with on merits.

ii) Maintenance of Port Trust Structure let out ; the lessees are required to keep the interior of the premises let out with all fixtures and fitting thereon in good conditions (fair wear and tear excepted) including all necessary internal repairs, painting and colour washing as time to time required by the Board. The Port Trust is only required to keep in good repair of the exterior of the building. The repairs and maintenance of any additions / alterations which the lessees are carried out are, however, normally his responsibility.

iii) Approval of the plan ; lease agreement in respect of open plot/land content clause to submit the plans through Licensed Architect for prior approval for any construction work of the plot and also subsequent additions /alterations to the building or to the other works standing on the plot. All that is required to be done before approval is accorded to the plans submitted by the lessee by Architect is to be check up.

a) That the underground service of the Port Trust are not found.

b) That open spaces is laid down under the relevant lease are maintained.

c) That the drawing confirms that the number of floors/ type of building/constructions and all other details prescribed in the Board resolution sanctioning the lease.

It is not necessary to check up the plan submitted by lessees Architect comply with statutory requirement such as Municipal Building By-Laws, Petroleum rules, etc.

iv) Checking of the structural calculations and design normally responsibility of MMC/MPT. However, it should be insisted that these are submitted towards for records after the termination of

lease when the property standing on the leasehold revised to us, we should have for our future reference for maintenance, etc. necessary structural details.

8.2 Approval of plans in respect of additions/alterations to Port Trust structures ; where the Port Trust structures are let out outside parties, the plans in respect of proposed additions/alterations by the lessees should be checked if they are technically feasible and as to whether they impair the stability of the building. The approvals to the proposals should be communicated under the signature of EE (Estate). As a matter of policy, if the proposals of the lessee are prime-facie acceptable, a detailed estimate for the work should be prepared and lessee desiring the alterations ask to deposit the estimated cost in advance and the work carried out as deposit work, on receipt of requisite sanction. If any reason, this department is unable to carry out additions/alterations, the lessee may be permitted to carry them out subject to terms and conditions given below.

- i) All statutory requirements of the various bodies shall be complied with.
- ii) The resultant intensity pressure on the soil shall be restricted to that value as may be approved by the CE.
- iii) The whole of the materials to be used on the proposed work shall be got approved by the Divisional Engineer in the Maintenance Branch before taking up the work in the hand.
- iv) No damage shall be caused to the Port Trust structures.
- v) The work shall be carried out after giving prior intimation to and in consultation with and to the complete satisfaction and concerned Divisional Engineer Branch.
- vi) The proposed work shall be dismantled by the lessee, if so required by this administration and the MPT structure shall be reinstated to its original conditions on the expiry of lease or vacation of the premises whichever is earlier.
- vii) No compensation shall claim for the work, if the administration chooses to retain it after the vacation of the premises by the lessee.
- viii) The MPT shall be indemnified against all claims arising out of the construction, maintenance and use of the said work.
- ix) The subsequent maintenance of the proposed work shall be carried out lessee at their own cost to complete satisfaction of this department.

- 8.3 Where the proposal is in respect of dismantling a portion of the building and if there is no objection of the same, the lessee may be permitted to do so after obtaining Chairman sanction and subject to such conditions and stipulations as may be made in the matter.
- 8.4 The responsibility for supplying water to all lessee in our estate lies on PWD, Goa. Wherever, there are no PWD mains in our estate MPT has to give water connection to its lessees from the MPT mains. The CE has powers to sanction the giving of water connection to our lessees.
- 8.4.1 The water connections should be made by the MPT at the cost of lessees and this connection will be remains the property of the MPT. The work of connections should be treated as deposit work and should be carried out with the appropriate rules detailed elsewhere in this manual. The lessee will have to enter into way leave agreement with MPT for the portion of branch water line laid in the Port Trust land or road.

## **9. Way Leave permission**

- 9.1 Way leave permissions are for making use of roads/land for specific purpose without affecting other use of the road/land by Port Trust or others, instances of such cases are ;
- i) laying of underground mains, water lines, cables, gas line, oil pipe lines, etc. in Port Trust land / road / railway tracks.

Before the permission would be granted for value for any party it should be checked up whether any underground or over ground services in the area are likely to be affected. In that case, it should be stipulated that the proposed work for which way leave is to be given, should be clear off the services or alternative alignment may be suggested. If any work is required to be carried out arising out of the proposed grant of the way leave, such as reinstatement of the roads, inspection of our under ground services or of protecting our services during the execution of the work by the prospective licences, this must be pointed out and it should be stipulated that the concerned party should pay the full cost thereof. The party to whom the value permission is granted and ask to bear all

expenditure – initial and subsequent – necessitated on account of the way leave permission which they have sought.

For way leave permission for oil pipelines, and other underground services there are no specific forms granting of such permissions is requires Chairman's specific sanction. We must stipulate all terms and conditions as stated above in detail including those stated in the Annexure – 3A.

## **10. Re-entered properties**

Whenever the Port Trust comes into possession of any of the lessee's property by re-entry or otherwise, the particulars of the property i.e. residual life and the estimated cost, should be furnish to the FA & CAO for making entry into the Board's property register. Suitable entry should also be made in the property register maintained by the concerned division of this department.

## **11. Painting and colour washing building on lease hold ;**

If the MPT is let out for a term under lease, the lessees are liable to colour wash and paint the structure. In such cases, the periodicity for painting and colour washing should be same adopted by the Port Trust as detailed in Appendices.

In respect of buildings/structures, erected by lessees on the MPT plot lease out to them there is covenant in the lease agreements requiring the lessee to keep thorough repairs buildings/structures/ periodical paintings erected by him.

## **12. Procedure for allotment of Residential Quarters**

- a) All type of residential quarters are allotted on the basis of MPE (Allotment of Residence) provisions Reg. 1987 for allotment of residential quarters. Application are invited from the employees for the allotment of quarters.
- b) Preparation of wait list and allotment of vacant quarters according to the waiting list.
- c) For Sub-standard quarters, Bachelor quarters, Garages, the waiting list is prepared by inviting applications from willing employees of all the departments.
- d) Estate Inspector inspect the quarter and verify the condition of the Quarter vacated by the previous occupant and intimate to AEE Maintenance with the list of works required to be carried out and then make recommendations to EE (Estate) for allotment of quarter.



### **13. Inspection of Quarters**

- a) Quarters are inspected by Estate Inspector at regular interval for identifying any subletting, unauthorised use, etc.
- b) Preparation of Inspection Report and the action to be initiated after obtaining approval of the competent authority

### **14. Inspection of land /water area**

Monthly inspections are required to be carried out by Estate Inspector/Asst. Estate Managers to identify any encroachment by the existing lessee / licensee or any other party within the Port's jurisdiction and accordingly actions are initiated like filing complaints with statutory authorities, local bodies and Law enforcing authorities and give necessary information, documents to avert encroachment including pursuing with the authorities regarding the removal of encroachments.

### **15. Eviction Proceedings**

- i) Detecting unauthorized occupation/encroachments by routine inspection, expiry of existing lease/license period where no further extension have been granted / under consideration.
- ii) Issuing Notice under Section 46 of MPT Act. 1963 and relevant clause of the agreement.
- iii) Scrutiny of reply from the party.
- iv) Issuing Final Notice for handing over peaceful possession and payment of license fee alongwith penalty.
- v) Prepare application for eviction under Public premises (eviction) of unauthorised occupant Act 1971 and vetted by Legal Section
- vi) Filing application before the Estate officer under P.P. Act., 1971
- vii) Attending the proceeding before Estate officer under P.P. Act., 1971.

viii) Receiving eviction Orders from Estate Officer.

ix) Execution of Order.

x) If challenged,

a) Submitting para-wise comments.

b) Attending court with relevant documents.

c) Attend to brief the Advocate.

d) Deposition before the court.

e) Civil Suit for restraining encroachment if decided based on circumstances arise.

xi) Execution of Court Order/ Appeal.

xii) In case of Appeal, preparation of documents for submission to file appeal, briefing with advocate.

## **Chapter – VIII**

### **MISCELLANEOUS**

#### **SECTION – I**

#### **Inspection by Chief Technical Examiner's organization**

##### **Functions**

1 . The Chief Technical Examiner's Organisation is the technical wing of the Central Vigilance Commission. The Chief Technical Examiner's Organisation Conducts inspections of works of CPWD from the Vigilance angle on its own or a complaint being received by/referred to them. The inspections can be carried out by them for works of any magnitude, both in respect of original and repair works.

##### **Returns**

2. In order to facilitate selection of work for inspection, a quarterly return has been prescribed for submission to them giving the list of works in progress. These returns are to be consolidated for each Zone and sent by the CEs to CTE. The returns are required on separate sheet-circle wise indicating clearly the name and address of Engineer-in-Charge under whose charge the work is being got executed. The Quarterly Progress Reports are to include all civil works where accepted/tender value exceeds Rs. One crore, electrical works exceeding Rs. Fifteen lacs and horticulture works exceeding Rs. Two lacs and these are to be submitted on separate sheets for civil, electrical and horticultural works. These returns are required to be submitted for quarters ending March, June, September and December. (Proforma of the return is enclosed as Annexure 1).

3. Quarterly statements for stores and purchase contracts valuing above Rs. Two crores are also required to be sent to the CTE organisation. The scope of supply contracts (including imports) shall include the value of materials/components, the installation and commissioning charges, where applicable. (Proforma of statement is enclosed in Annexure 2).

4. In order to ensure timely submission of these returns to CTE so as to reach them by 15th of succeeding month of the quarter, the following procedure/drill shall be strictly followed.

(i) EEs shall send the returns to their SEs by 5th of the succeeding month of the quarter to which the report pertains.

(ii) SEs shall send 3 copies of consolidated report to CEs by 7th of the succeeding month.

(iii) CEs shall send the return to CTE through CVO MPT by 12th of the month. The returns shall cover works of magnitude as specified above and not of lower values. No endorsement/return shall be sent by EE or SE/Dy.CE/CE direct to CTE. CTE shall get the returns only from CVO, MPT concerned. Apart from the above quarterly return, no other return is to be submitted by the Officers to CTE (Unless specifically asked for). The returns of completion of works, work order, muster roll, copies of NITs etc. are not to be sent to CTE as a matter of routine, unless specifically asked for, in particular case.

Inspection by CTE

5. Intimation regarding the inspection/examination of works by CTE is sent by him to EE concerned with a copy to SE well in advance. In order to enable the inspection to be carried out properly, various documents relevant to the work are generally asked for by CTE to be kept ready to site. A list of such documents is given in Annexure 3. Any how, this list is not exhaustive/comprehensive. Any other record considered relevant for inspection can be called by them.

6. The inspection reports are sent by CTE to the EE concerned, which EEs shall reply within period mentioned in the letter. Any how matter of serious nature or such matters pertaining to sanctions of estimates, NITs acceptance of tenders etc. dealt by higher officers, may be referred by CTE for replies directly by the higher officers.

In respect of such paras, EE shall send his comments if required by the higher Officers, to SE concerned and not directly to CTE.

7. In order to expedite replies and settle the points and to ensure timely action, it is essential that the time limit fixed by CTE is strictly adhered by officers of MPT at all levels. For keeping a proper watch in the

disposal, the EE/SE/CE shall maintain a register in proforma given in Annexures -2 . Recoveries of Overpayments pointed out by the CTE

8. Normally the recoveries of overpayments pointed out by the CTE should be made within a period of three months from the date of issue of memorandum by CTE. The overpayment arising out of the defects pointed out by the CTE should be promptly assessed and accepted by the Divisional Officer, whenever agreed to and the recoveries effected from the money due to the contractor either from the same work from the immediate running bill or from any other work or from the security deposit, if any, with the Director General (Works). In no case, action to recover the overpaid amount should be pending or be kept in abeyance on account of the case being before the arbitrator. Action in term of the award can be take after the award is received and accepted by the competent authority. Recoveries/adjustment of the amount in question should, in no case, be effected by debiting the amount to Misc. Works Advance. In order that the recoveries of overpayment pointed out by CTE are promptly effected, a register of overpayments pointed out by the CTE Organisation and subsequent recoveries effected should be maintained by the Divisional Officer in proforma given at Appendix 46.

9. Although the inspection of CTE is a part of the contract, yet the CTE is not a party to the contract, no reference should be made to his inspections/examinations of works in any correspondence made with the Contractor. Notice for rectification of defects, recoveries to the made etc. shall be issued by the Engineer-in-Charge, who is the party to the contract, acting for and on behalf of the President of India.

**ANNEXURE - 1**

**STATEMENT SHOWING THE QUARTERLY PROGRESS OF ORIGINAL  
WORKS FOR**

QUARTER ENDING MARCH/JUNE/SEPT/DECEMBER .....

Civil Works costing Rs. One crore & above.

Electrical Works costing Rs. Fifteen lacs & above.

Horticulture Works costing Rs. Two lacs & above.

**ANNEXURE-2**

**REGISTER SHOWING OVERPAYMENT ASSESSED/POINTED OUT BY  
C.T.E. ORGANISATION AND SUBSEQUENT RECOVERIES EFFECTED**

Sl. No.	Ref. No. and date of agreement	Name of work	Name of Contractor appointed by CTE	Amount of over payment assessed	Amount of over payment finally accepted by EE for recovery	Actual date of recovery of over payment	Remarks
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

**LIST OF DOCUMENTS CONSIDERED ESSENTIAL FOR INSPECTIONS  
BY CTE AND WHICH MAY BE CALLED FOR EXAMINATION OF  
WORK**

- (1) (a) Press Cuttings, including extended dates, if any
  - (i) For prequalification of Architects/Consultants.
  - (ii) For prequalifications of Contractors.
  - (iii) Call of tenders.
- (b) Register of sale of tenders,
- (c) Register of opening of tender.
- (2) File giving reference to Financial sanction and approval of competent administrative authority-Preliminary estimate.
- (3) Copy of Detailed Estimate and its Technical Sanction by competent technical authority.
- (4) Approved N.I.T. (Notice Inviting Tenders) in original.
- (5) Rejected tenders and comparative statements for :
  - (a) Selection of Architects/Consultants.
  - (b) Short-listing or prequalification of tenders.
  - (c) Other tenders.
- (6) Justification statement and corresponding notings in support of tender/offer accepted.
- (7) Details of negotiations, if any, made before acceptance of tenders.
- (8) Original contracts with consultant/contractor.
- (9) Guarantee Bonds etc. towards security for work, machinery/mobilisation advance etc. including extension of validity.
- (10) Insurance policies for work, materials, equipment, men etc. including extension of validity.
- (11) Guarantees for water tightness, termite proofing etc.
- (12) Standard specifications.
- (13) Standard Schedule of Rates.
- (14) Drawings Architectural and structural.
- (15) All connected Measurement Books, level books, field books and lead chart.
- (16) All Running Account Bills with all connected statements/vouchers etc.



- (17) Statement showing details of check of measurements by Superior Officers-  
Copies of orders laying down such requirements.
- (18) Materials at site accounts/dismantled materials record.
- (19) Site order Books/Texts records/Log Books.
- (20) Details of Extra/substituted items and of Deviated Quantities being executed  
considered for execution in the work alongwith Analysis of Rates.
- (21) Hinderance Register.
- (22) Office corespondence files and inspection notes, if any, issued by Inspecting Officers.
- (23) Complaint records, if any.
- (24) Any other documents relevant to the works.

## **SECTION-II**

### **Important note on maintenance works and matters connected thereto.**

#### **1.1 Introduction**

Efficiency of the Port operations largely depends upon the degree of the maintenance of large number of structures and facilities owned by the MPT. The department engages strength of labour force to carry out repairs and maintenance . it is necessary to engage them judiciously. The key word should be "Preventive Maintenance" . Following paras outline some aspects of preventive maintenance.

#### **1.2 Planning for preventive maintenance**

For any preventive maintenance , it is essential to collect the data periodically on the condition of the asset, the type of repairs, and frequency required for this regular inspection and discussions with the officers who are managing the assets be held. The following registers should be maintained in every section wherever applicable.

- i) Inspection of Quay wharfs , Berthing structure
- ii) Inspection of structures, buildings, compound walls shed, and warehouses etc.,
- iii) Inspection of roads and storage areas.

1.2.1 Every section must maintain a register for the inspection of all types of Berths, jettys, wharfs in that section. The left hand page should indicate the sketch plan of the sea wall or Quay wall showing their typical cross section of the wall in that length. The inspection report will be written on the right hand page. The Performa of writing report should indicate date of inspection, nature of damage, missing of fenders and locations, repairs proposed etc.

Inspection of the berthing structure must be carryout twice in a year. It will be carried out first in the month of March for pre-monsoon repairs and aging in the month of October for Post-monsoon repairs.

1.2.2 Inspection of Structures - The inspection of structure likewise must be carried out twice in a year, once in the month of April and again in the month of October. The performa of writing inspection report must consist details such as Name of Structure, locations, size, number of storage, description of structure , year and initial cost of , floor wise present condition of the structure , staircase , roof , sanitary blocks and plumbing , overhead water tanks, under ground tanks, house drainage ,painting of the building etc.

1.2.3 Inspection of Roads - The inspection of roads must be carried out more frequently not less than 3 times in a year. The inspection report should clearly show condition of the road. If the road needs ordinary repairs it should be stated with reference to the exact location and nature of repairs so that Jr. Engineer can conveniently look after the same. If the road needs re-surfacing earlier than normally provided, possible reason for the damage to road surface should be investigated and recorded. The performa of writing the inspection report should consist of date of inspection, drainage location and nature of damage and repairs proposed.

1.2.4 Special Inspection of Assets should be undertaken as soon as possible after the occurrence of events like earthquake, fire explosion , very heavy rains, cyclone etc.

1.3 The officers and staff incarge of maintenance should establish personal contact with officers and users dept. such as Traffic and Mechanical Engg. Dept. managing the assets. As far as possible repairs should be carried out within the period stipulated by the user dept. so as to cause list inconvenience to them.

1.4 It is important not only to direct staff to the place of repairs but also to check up whether the repairs are been carried out. The deployment of staff should be made in judicious manner so that the time of the staff is utilized to the maximum. For every piece of work to be done norm should be fixed that verify the work in done in the most economical manner. Engineers and subordinate supervisory technical staff of the maintenance wing have not only the responsibility for the quality of the work but also quantity of work turned out by the labour in given time. The responsibility of these should not be delegated to the lower staff.

## **2.1 Making articles at MPT works for official use**

Articles of dead stock, tools and appliance and office contingency and plant and machinery required for official and departmental use, should not be made by the MPT departmentally without obtaining specific prior approval of the HOD concern. The Heads of the Dept. while according their approval to such orders, will place a certificate on record to the effect that they are satisfied that making of articles departmentally as proposed will be more economical than buying them from the market through the Materials Manager, and that no such articles are any other suitable substitute if surplus to requirement at any other work or section or is available with stores of Materials Manager for supply. The articles so made should be brought on the dead stock list or any other appropriate register as the case may be.

## **2.2 Care of instruments**

The surveying and other instruments in-charge of officers must be periodically examine and kept properly. Some of the defects usually noticed are

- i) The instruments are in dirty conditions
- ii) The instruments boxes and dusty
- iii) Instruments are un-clammed in the boxes.
- iv) Instruments are not calibrated

It should be noted that such careless handling of instruments damage them and they give incorrect reasons when used on service in such condition. It is the duty of every officer to ensure that these instruments are maintained and handled properly.

## **2.3 Repairs to instruments**

When repairs to surveying instruments are necessary , report should be made , through proper channel to the CE , who will issue orders regarding any necessary action . In no case instrument should be send to repairers directly.

## **3. Handling of Tools**

The MPT tools must be kept in boxes provided by the Dept., and locked with the lock and keys. In a number of section certain items of

tools are permanently are given incharge of fitter, carpenter, mason etc. who is held responsible for safe custody of tools. A register should be maintained in every section recording the issue of such tools to Artisan and the signature of the Artisan concerned obtained in the book for having received the tools. The Sectional Officer should check the book once in 3 months and submit the same for verification to Divisional Engineer at least once in a year. It should be ensure that tools are returned by artisan before they leave the service on account of transfer, promotions Superannuation or resignations and deductions are made for the tools which are missing.

#### **4. Care of plant and machinery**

Every officer is expected to know the actual mechanism of working of plant and machinery in its charge and to ensure that appropriate care is taken in their handling and use and it is periodically inspected and overhauled. Preventive maintenance of plant and machinery is an important item in the responsibility of the officer.

Careless handling of plant and machinery renders them defective and involves unnecessary expenditure on repairs.

#### **5. Damage of wharf, berths, jetty's etc. by vessels**

In view of special remedies available to the Board under Sec.64 and 116 of MPT Act no vessel causing any damage to berth, wharf etc. should be allowed to leave the place, or the accessories or stores of any such vessels are allowed to be removed there from until a sufficient deposit to cover the cost of recovery of damages has been lodged by the owner or the party liable.

These powers can be exercise only by the Traffic manager and Dy. Conservator. It will be the responsibility of the Sectional officer to inform he concerned dep't. any damage to wharf, fenders, jettys etc., by any vessel observes by him during the course of inspection.

## **6. Trees**

Every section shall take census every year before monsoon of the trees which are in existence in the section. Register shall be maintained in which record of all trees in the section will be kept. Every year efforts shall be made to plant new trees in place of old trees which are been uprooted or failed or which have become dead during the course of the year. The register should include addition of these trees. Every Sectional Engineer shall arrange to maintain these trees in a healthy condition. The register of trees should be submitted to Divisional Engineer for his inspection once in every year sometimes in the month of September.

### **6.1 Felling of trees**

The trees may be required to be felled for various reasons on uprooting due to wind, and on account of obstruction to traffic or clearance of site for works etc. All efforts should be made to transplant a living tree and care taken to see that it lives again. If it is decided to cut the trees which have been felled the wood should be either sent to Materials Manager under credit note for disposal or may be retained for departmental use.

## **7. Removal of scaffolding from quarters**

When repairs etc. are carried out to residential quarters office building, no ladders or poles resting against the structure are to be removed entirely on the completion of day's work. In the event of it being necessary to leave scaffolding of watchman should be put up on duty for the night to guard against the possibility of burglary in the quarter.

## **8. Log books for Port Trust vehicles**

With view to achieve uniformity and to tighten the control on the working of vehicles following instructions are issued.

- i) Separate logbook must be maintained for each vehicle. The log book will have cover sheet and proforma sheets and sheets for records repairs carried out and spares supplied.

ii) Day-to-day entries in the log book must be completed in all respect and attested by the controlling officer on the same day or latest the next day. If the vehicle is not used on any day the reasons therefore may be stated in the log book against that date. If the milometer is not working, approximate mileage may be recorded in the log book.

iii) At the end of every month a summary as detailed in the proforma sheet should be worked out and should be scrutinized by controlling officer and submitted to next higher officer for counter signature. The controlling and counter signing officers should, before signing, satisfy themselves that the vehicle is properly used and that the consumption of fuel and other oil etc. are not excessive. Doubtful cases should be investigated and remedial measures should be taken immediately. The controlling officer means and officer who is responsible for the control of expenditure in the division to which the vehicle is attached and the next higher officer means the Branch Officer. This in respect of lorries, tankers, pickup as attached to the maintenance division executive engineers maintenance division will be the controlling officer and Supd. Engineer will be the next higher officer for counter signature.

iv) Record of the spares supplied and repairs carried out to the vehicle should be maintained the prescribed proforma in the log book of each vehicle. Driver of the vehicle should taken the logbook to the workshop getting this particulars entered in the log book while bring back the vehicle duly repaired. The intension is that complete record of the working of the vehicle is available in one register only.

v) Sometimes the CME invoice annual tender for servicing of motor vehicles ale of the Port Trust . Vehicles included in the tenders should be send to the contractor for servicing after the vehicle run prescribed specified millage or specified period as stated in the tender whichever is earlier.

vi) The Milo meter of the vehicle should be kept in good condition at all times and as soon as the Milo meter is out of order suitable advice should be send to the workshop for repairs to the Milo meter.

## **9. Boring Books**

Boring books are records of all bored holes sunk in the MPT estates for the purpose of obtaining information about the sub-soil conditions. These boring books are maintained in the Executive Engineer (Planning & coordination) office . Every division which undertakes the Geo-technical investigations, sub-soil investigations and sinks either board holes or in the case of piling where bored piles are made use of all the information regarding the soil conditions should be maintained in a note form and the information transferred in the boring books mentioned above. It will be the responsibility of the Divisional /Branch Engineer in-charge of pilling/sub-coil investigation to see that information is properly recorded in the boring books.



## **Section-II**

### **1. Losses and reports to the Superior Officers**

The Govt. under their letter No. PW/PGP/982 dtd.8/2/1984 have laid down conditions for the write off losses for the purpose of Sub Section (1) of Section 96 of Major Port Trust Act 1963. These conditions are reproduced below.

i) All losses of the Port Trust money or Property whether detected or suspected should be reported by the officer of staff concerned to their superiors. HOD's should thereafter report the losses or thefts to the Secretary for Chairman's information. All the losses attributed to criminal nature shall also be reported to the Police as soon as they are detected.

ii) No loss of money or property as also no amount due to the Board which is reported to be irrecoverable shall be written off until a full report of the circumstances of the case has been submitted to the competent authority.

iii) The report shall, inter alia, state the circumstances in which loss has occurred or the amount in question has proved to be irrecoverable and also proposed steps or precautions that may be taken for avoidance of such losses. In such case, it shall be clearly investigated whether the loss is due to the negligence, carelessness or dishonestly of any employee.

iv) Where a loss, damage or deficiency is found after investigation, to be due to the negligence, dis-honesty or lack of supervision etc., of any employee of amount involve or the value of the articles damaged or destroyed should subject to provision of any law for the time being in force and subject to such further orders and the Chairman or Trustees may deem necessary to pass in each case, be recovered from the employee. Suitable disciplinary action may also be taken against at fault In according his approval to the right off any loss the competent authority may if he thinks feet , issue instruction relating to precautions to be taken for the avoidance of similar losses in future.

- (v) Losses are generally of the following nature :
  - (a) Deficiencies in cash and stock due to fraud or negligence of individuals or other causes.
  - (b) Non-recovery of loans and advances and an irrecoverable over payment of pay and allowances and any other cash claims, including value of stores issued on payment and claims against parties responsible for damage to, or loss of, Port Trust property.
  - (c) Depreciation in the value of stores not due to normal wear and tear and loss due to variation in prices.
  - (d) Losses of stores in transit or short receipts for which no compensation can be recovered.
  - (e) Errors in amount awaiting adjustment.
  - (f) Losses or wastages due to handling (e.g. coal), shrinkage (e.g. timber), etc. in excess of the prescribed percentage of loss etc.

(vi) Losses of the kind mentioned above, being generally avoidable, require a through investigation. If the loss is due or suspected to be due to fraud, embezzlement, theft or criminal offence, it should be reported without delay to the police. At the same time, departmental enquiries should be instituted with a view to, ascertain the circumstances of the loss or fraud, etc. and fix responsibility for the same.

(vii) In the case of irrecoverable loans and advances or over payment on other claims, the feasibility of legal action to enforce the recovery should be considered in each case in consultation with the Law Officer. Any amount which cannot be recovered with the ordinary means available to the Administration and which can be recovered only by incurring heavy expenses or the recovery of which, even by recourse to legal proceedings, is considered uncertain, may be regarded as irrecoverable.

(viii) Before sanctioning the write off of any asset, the competent authority should satisfy itself that the asset has rendered service for the expected number of years. When the asset is ultimately disposed of, the original value of the asset, if that be not known, its estimated value, duly depreciated for the number of years the asset has been in use, reduced by the sale proceeds, if any, should be written off.

(ix) In the case of losses in respect of securities etc., as a result of a fall in the price, the sanction of the competent authority, although a formality, should be issued after the securities are disposed off.

(x) In the case of cash, stores and other consumable articles, etc. sanction to the write off of losses would be necessary only in cases where the stores, etc. are missing (as in the case of fire, theft, etc. )

(xi) Claims less than Rs. 200/- for which suits are not filed being uneconomical and claims partly foregone in cases settled out if court, will be treated as remission of revenue under Section 53 of MPT Act. 1963. However, other claims on account of thefts of ex-unknown vessels will continue to be treated as losses in terms of Section 96 of the Act.

1.2 The aspects of loss of cash or moveable assets by theft or otherwise, the loss involved in an irrecoverable bill, etc. are easy to understand. The disposal of surplus stores will involve a loss if the sale proceeds do not equal the cost of their acquisition. Stores, if stocked for a long time, deteriorates to a greater or lesser extent and this deterioration in quality reduces its intrinsic value and amounts to a loss. This type of loss is avoidable. The decline in the value of stores on account of a fall in their prices is also theoretically a loss but we rarely come across such type of loss. Compensation for damages if not recovered is also a loss. In dismantling and disposal of assets, a loss is involved provided the asset is dismantled before it has outlived its useful life.

1.3 Any loss or shortage of money or stores, or other property, held by, or on behalf of the Board, caused by the defalcation or otherwise including loss and storage noticed as a result of physical verification which is discovered in any office should be immediately reported to the CE through proper channel. The report must be submitted as soon as the suspicion arises that there has been a loss. When the matter has been fully investigated into, a further and complete report should be submitted of the nature and extent of the loss showing the errors or neglect to the rules by which such loss has occurred and the prospect of recovering, if any. The CE shall forward the report to the Chairman such comments as

may be considered necessary and also submit a detailed report after completing such departmental investigation as may be necessary or expedient on the causes or circumstances leading to such defalcation or loss, the steps taken to prevent its recurrence, and the disciplinary or any other action proposed as regards the persons responsible. The procedure to be followed to regulate personal responsibility for losses, etc is detailed in para 3 below.

#### 1.4 Report to Police :

When losses due to suspected theft, fraud, fire, etc. occur in any office/installation, such cases should invariably be reported to the police immediately for investigation. The CE and his officers should exercise discretion in determining at what stage such a report should be sent to the police, keeping in view the fact that police investigations will be handicapped with the lapse of time. However, all cases of suspected sabotage shall be reported to the police promptly irrespective of the value of the loss involved. When any property of the Board is found pilfered or stolen, a responsible officer must be sent to the police station to lodge a complaint and the property if recovered and belonging to the Board must be identified by the officer concerned.

#### 1.5 Responsibility of the Engineering Department

The respective users of the premises or the departments in administrative charge of the premises should report to the police, thefts of fittings, etc. from the respective premises, as soon as they become aware of them. It is not the responsibility of the Engineering Department to report thefts from the premises not in their occupation.

1.5.1 In addition to reporting to the police about thefts and other criminal offences on Port Trust premises, the Port Trust Officers/Staff must take their own enquiries into such occurrences. The Port Trust employees on the spot must report such instances to the Head of Dept. citing the names of the witnesses present. The Mormugao Port Trust Officer In Charge should invariably take action to record the statements of the Port Trust employees present on the scene. Once the matter is reported to the police authorities, all concerned should assist the police in their investigation.

1.5.2 A formal investigation report must invariably be obtained from the police authorities in all cases which are referred to them.

## **2. Instructions for regulating the enforcement of responsibility of losses**

The following instructions should be borne in mind while regulating the enforcement of responsibility for losses :

(i) The cardinal principle governing the assessment of responsibility is that every officer/staff member should exercise the same vigilance in respect of expenditure from Board's funds generally as a person of ordinary prudence would exercise in respect of the expenditure and the custody of his own money. While, therefore, the competent authority may, in special cases, condone an officer's/staff member's honest errors of judgment involving financial loss, if the officer/staff member can show that he has acted in good faith and done his best up to the limits of his ability and experience, personal liability shall be strictly enforced against all officers/staff members who are dishonest, careless or negligent in the duties entrusted to them.

(ii) In cases, where loss is due to delinquencies of subordinate officers/staff members and where it appears that this has been facilitated by laxity of supervision on the part of a superior officer/staff member, the latter shall also be called strictly to account and his personal liability in the matter carefully assessed.

(iii) (a) The question of enforcing pecuniary liability shall always be considered as well as the question of other forms of disciplinary action. In deciding the degree of an officer's/staff members pecuniary liability, it will be necessary to look not only to the financial circumstances of the officer/staff member since it should be recognized that the penalty should not be such as to impair his future efficiency.

(b) In particular, if the loss has occurred through fraud, every endeavour should be made to recover the whole amount loss from the guilty persons, and if laxity of supervision has facilitated the fraud, the supervising officer/staff member at fault may properly be penalized either directly requiring him to make good in money a

sufficiently proportion of the loss, or indirectly, by reduction or stoppage of his increments or pay.

(c) It should always be considered whether the value of Board's property or equipment lost, damaged or destroyed by the carelessness of individuals entrusted with their care should not be recovered in full or upto the limit of the servants capacity to pay.

(iv) Steps shall be taken to ensure that an officer/staff member concerned in any loss or irregularity which is the subject of any enquiry, is not inadvertently allowed to retire on pension while the enquiry is in progress ; and accordingly, when a pensionable officer/staff member is concerned in any irregularity or loss, the authority investigating the case shall immediately inform the Chairman, who will either give orders for non-sanctioning and non-payment of the pension till the investigations are over or for going ahead with the pension papers without awaiting the report of the investigations.

(v) The fact that officers/staff members who were guilty of frauds or irregularities have been demobilized or have retired and have thus escaped punishment, should not be made a justification for absolving those who are guilty but who still remain in service.

(vi) It is of the greatest importance to avoid delay in the investigation of any loss due to fraud, negligence, financial irregularity, etc. should the officers required the assistance of the Accounts Officer, this would be obtained. In any case, in which it appears that recourse to judicial proceedings is likely, the Special Police Establishment of the State Police should be associated with the investigation after obtaining the Chairman's approval.

(vii) Depending upon the results of the inquiry, departmental proceedings and / or prosecution shall be instituted at the earliest moment against the delinquent officials concerned and conducted with strict adherence to rules and regulations in force.

### **3 Accidents :**

All serious or fatal accidents should be reported to the Secretary direct under advice to the CE's Office without delay and invariably on the day of occurrence. The report should be forwarded in the form given in Annexures. The report to the Chairman will be sent by the Chief Engineer's Office. It should be remembered that the Chairman is required to send the first information report on fatal accidents, to the concerned senior officer of the Ministry without any delay whatsoever by using telex, telephone or telegram as may be appropriate (Ref. M.O.S.T's No. TW-CDM-53/79 dt. 17.8.1975).

In case of accidents to contractor's employees also the above type of report needs to be made. Over and above, it should be ensured that the Insurance Company granting the Workmen's Compensation Policy is also informed. In case of fatal accidents inside the Harbour, The Inspector of Dock Safety should be informed.

3.1 Any loss of movable or immovable properties such as buildings, communications or other works caused by fire, flood, cyclone, earthquakes or any other natural causes shall be reported at once by the concerned officer or the DM to his immediate superior and to the CE. A full enquiry as to the cost and extent of the losses should always be made after the occurrence of accidents, fires, etc. and a detailed report should be sent to the CE through proper channel. The CE should thereafter send a report to the Chairman. Whenever a fire occurs in the Harbour and is noticed by an officer or member of the staff of the Engineering Department, he should contact the Shed Superintendent In-Charge of the area immediately. He should also send a message to the Superintending Engineer, the Superintending Engineer and the AEE(Water supply) in order to enable them to make arrangements for water for fighting a fire. These officers in turn will inform the CE and DC about the fire. If the fire occurs outside the operational area, the staff member who become aware of the fire should send a telephone message to the Port Auxiliary Fire Service and the AEE, Water Supply, of the Division and the Executive Engineer/AEE/AE in whose charge the premises are. The Executive Engineer concerned, on receipt of the message, will visit the site and, if necessary, may contact the Superintending Engineer, the Dy. CE and the CE. After visiting the site of fire, the senior most officer will decide as to whether the incident should be reported to the Chairman or not.

### **Section-III**

#### **Disposal of Assets – Write off of loss, etc.**

1. Concept of loss :

1.1 Whenever an asset is to be disposed of prior to the expiry of its useful life, the process involves a loss which has to be written off. Every year the Board sets off an amount equivalent to the depreciation of an asset as revenue expenditure. The intrinsic value of the asset therefore diminished during its lifetime. It is the balance of this value which has not been set off as depreciation and is written off as loss.

1.2 The following table shows the life expectancy for various class of assets which have been adopted in the Port Trust.

<b>Sl. No.</b>	<b>Group of Assets</b>	<b>Service Life in Years</b>
1.	Navigational channels, and Harbour protections	100
2.	Land	Infinite
3.	Roads, wharves, drains, culverts, etc.	30
4.	Dock walls, piers, jetties, etc.	60
5.	Structures -	
	1. Transit Sheds	40
	2. Warehouses	40
	3. Staff Quarters	40
	4. Other Structures	40
	5. Minor structures (latrines, gatehouses, boundary walls, etc.)	20
6.	Pipelines and Storage tanks	
	a) Oil	20
	b) Water	20
7	Electricity, Supply & Distribution	40
8.	Plant & Machinery	
	(a) Wharf Cranes	30
	(b) Mobile Cranes	15
	(c) Pumping Plant	40
	(d) Workshop Machine Tools	20
9	Flotilla	30



10	Railway Permanent Way	50
11	Locos	30
12	Rolling Stock	30
13	Signal & Interlocking	20

A large number of smaller assets are not included in the above list. The life expectancy may be determined in their case individually on their own merit.

1.3 It follows from the above logic that question of write off of loss is not involved in case of assets which have outlived their life expectancy term, even though they may be serviceable. It is also to be noted that expiry of life expectancy term in itself does not justify the disposal of the asset if it is in a good and serviceable condition.

2. Invariably, the dismantled asset is sold, a part or whole of the loss may be set off by the sale proceeds. The mere fact that a loss can be completely set off by the sale proceeds of an asset does not entitle one to dismantle or dispose of an asset. In every case therefore requisite sanction must be obtained before an asset is dismantled or disposed off.

The physical process of dismantling and / or disposal of any asset, whether this is done by inviting tenders or by public auction requires sanction of the Chairman.

### 3. Disposal of Assets

3.1 The disposal of assets, movable or immovable, is carried out in any of the following ways :

(i) In the case of fixed assets, by inviting tenders for purchase, demolition and removal of assets or by departmentally dismantling the assets, sorting counting the salvaged materials and then either sending them to the MM for disposal or retaining them for departmental use and giving appropriate credit when used. In case of disposal by tenders, the reserve price for the asset should be fixed in advance and FA & CAO's audit concurrence obtained to the same. Due attention should be paid to the reserve price while deciding the tender. Formats of old tenders are available for preparing tenders.

(ii) All the movable assets are sent to the MM under credit notes for disposal by public auction. Sometimes the MM arranges for the auction at the site where they are standing.

### 3.2 Disposal of fixed assets – Procedure

When the asset is being dismantled by inviting purchase, demolition tender, the Dy. Chairman is authorized to accept tenders upto Rs. 10 lakhs. For all tenders higher than Rs. 10 lakhs, Chairman's auction will be necessary. The question of write off of loss will arise only in the case of assets which have not outlived their useful life and the value of sale proceeds is less than the depreciated cost of the asset.

Where the asset is to be dismantled departmentally, the expenditure on dismantling is to be debited to the Maintenance Grant provided for that structure in the Budget Estimates. The materials salvaged/dismantled are to be sorted out and counted and have to be properly accounted for. If any of the materials are useful for departmental purposes, they should be taken on the books and the remaining materials should be sent under credit note to the MM for disposal. For the materials taken on the books, the CE is required to fix suitable prices for them and accordingly cost of the salvaged materials is credited to the appropriate head of account, when the materials are actually used on the works.

## **4. Reserve Price**

Reserve Price is required to be fixed for assets which are to be demolished by inviting tenders for the purchase and dismantling of the asset as also in regard to certain items of stores intended to be disposed of by the MM through auction. The reserve price is to be fixed on the intrinsic worth of the particular asset or if the asset has absolutely no utility, the reserve price is to be fixed on the basis of the scrap value of the competent material of the asset. The fundamental proposition in fixing reserve price is that bids lower than the reserve price should not be considered for acceptance.

The reserve price should be worked out in the following way :-

1. The cost of dismantling the asset is worked out on the basis of contract labour and the cost of various sealable materials is worked out in the basis of prices obtainable by the Materials Management Division for similar materials in auction.

2. The details of the saleable materials are compiled in the proforma given in Annexures.
3. The total amount of column 5 of Annexure should be slightly reduced to allow for the cost of transport to the purchasers godown, storage charges, etc. The reserve price could be the cost of saleable material thus worked out less the cost of labour.
4. A slightly different method has to be used for working our reserve price of plant and machinery to be disposed of.

## **Section IV**

### **Discipline**

#### **1. Relations with subordinate staff:**

The use of abusive language and violence while dealing with subordinate staff is highly irregular and must not be resorted to under any circumstances. Instances of disobedience by labour should, in all cases, be reported to the respective sectional and divisional engineers and in no circumstances direct action should be resorted to.

#### **2. Stoppage of work:**

If the stoppage of work is after due notice from the Union, the sectional officer attached to each section, work should take the muster at the beginning of the working hours or depute his immediate subordinates to such work-spots where it is not possible for him to attend for taking the muster. The sectional officer should report the names of those who are present to his superior officer.

If the stoppage of work is sudden during the course of the working hours, the sectional officer or his immediate subordinate who may be present at the work-spot should record the names of those who have stopped working together with the time etc. and should see that the others who have not resorted to stoppage of work are gainfully employed during the period. If the sectional officer is away from the Chowkey of office, he should reach there immediately on getting strike message from his subordinates in order to enable him to assess the situation personally. The matter should be reported immediately to his superior officer.

The Ch, Dy.CH, EE, SE, DY.CE and CE and the E.O in turn will be informed by the divisional/branch officers in respect of various sections of this department as follows:-

<u>Sr.No.</u>	<u>Section</u>	<u>Intimating Officer</u>
1.	Headland Maintenance	EE
2.	Harbour Maintenance	EE
3.	Project Construction	EE
4.	Rly. Engineering Section	EE
5.	Designs & Drawing	EE
6.	CE's Head Office	DY.CE

It is necessary the Establishment Officer is informed of such incidents promptly by telephone to be followed by a detailed report.

3. Code of discipline :

i) Overtime is to be permitted only where absolutely necessary and unavoidable; such overtime should be properly distributed among the eligible employees.

ii) Port Trust labour and materials should not be utilized by employees for their private purposes.

iii) Proper check should be exercised on mustering of employees.

iv) Surprise checks should be made by officers to ensure that employees are at their work during normal and overtime hours.

v) Officers should observed punctuality in attending work and should not leave duty without the permission of their immediate superior during working hours.

vi) Proper accounting of stores and material coming under one's charge should be maintained.

vii) Strict check should be kept so that the contract work is executed as per specifications. Correct measurements should be taken of material used or work done, records of same maintained in proper registers and bills strictly verified.

viii) Requests for Provident Fund Advance /or cases falling under heads similar to them should be scrutinized by the recommending officers as to their genuineness.

ix) Persons in receipt of any form of travelling allowance should not use MPT vehicles for his purpose except with the sanction of the competent authority.

x) Those who have to move around on inspection of work under their charge should leave a message at their office as to their whereabouts.

xi) There should be no delay in putting up papers and correspondence.

4. Working of official weekly day of rest – restrictions:

When the staff are required to be called for work on Sundays or on official weekly day of rest, they should be given an off for the same within three days from Sunday or the official weekly day of rest. Under any circumstances, the staff should not be called to work for more than two Sundays in a month.

## **Section V**

### **Statutory requirements concerning works** **Maintenance and operations**

#### **1. Introduction:**

There is hardly an activity which is not governed by one or the other Statutes (and the rules or bye-laws framed there under) enacted by the Central/State Government. The Mormugao Port Trust is required to comply with the provisions of these Acts and the rules/bye laws framed thereunder as any other citizen. It is not possible within the limitations of this Manual to deal with these Acts in detail. However, a reference is made to the various Acts and the rules and bye-laws framed thereunder which should be taken into consideration before planning any activity in regard to the execution of work or any activity in regard to the execution of work or any maintenance and operations of the various assets:-

- I. Indian Ports Act
- II. Major Port Trusts Act 1963
- III. Mormugao Municipal Council Act 1888
  - a) Municipal Building Bye-laws.
  - b) Development Control Rules.
  - c) Town Planning Rules.
  - d) Water Bye-Laws.
  - e) Prevention of fire rules
- IV. Mormugao Port Development Authority
- V. Factories Act 1948
- VI. Indian Electricity Act
- VII. Explosives Rules
- VIII. Indian Dock Labourers Act
- IX. Workmen's Compensation Act
- X. Minimum Wages Act
- XI. Industrial Dispute Act
- XII. Contract Labour (Abolition & Regulation) Act.
- XIII. The Petroleum Act 1934
- XIV. The Motor Vehicles Act 1939
- XV. Indian Standard Specifications.
- XVI. Payment of Wages Act.
- XVII. Employment of Children Act 1938
- XVIII. Apprentices Act 1961

- XIX. Employment Exchange (Compulsory Notification of vacancies) Act 1959.
- XX. Payment of Bonus Act.
- XXI. Income Tax Act.
- XXII. Trade Union Act.
- XXIII. Gratuity Act.
- XXIV. Employees' Provident Fund Act 1952 (1925)