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GOA SHIPYARD LIMITED  
SHIPBUILDERS, SHIPREPAIRERS AND  
ENGINEERS

(A Government of India Undertaking)  
MINISTRY OF DEFENCE  
(Dept of Defence Production)  
An ISO 9001 Company

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Registered Office & Yard  
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All replies to be addressed to the  
Chairman & Managing Director



IRQS  
A DEPARTMENT OF  
INDIAN REGISTER OF  
SHIPPING



RvC  
ACCREDITED BY THE  
DUTCH COUNCIL FOR  
ACCREDITATION

ISO 9001/EN ISO 9001  
APPROVED BY IRQS

G21/NSK/BRC- 61

19.03.2019

M/s

Dear Sirs,

**SUB: - BIENNIAL RATE CONTRACT FOR HIRING OF 04 NOS MINI BUSES, 'AS & WHEN REQUIRED BASIS, FOR THE PERIOD FROM 05/06/2019 TO 04/06/2021. TENDER INVITED FOR BUSES HAVING RTO REGISTRATION IN THE YEAR 2014 ONWARDS**

We have requirement for hiring 04 in nos. of Mini Buses on Biennial Rate Contract on "As and when required Basis"

2. We shall be pleased to have your lowest offer for hiring of Mini Buses.
3. Please refer to the attached Annexures (A, B, C & D) for detailed Scope of work and Commercial Terms & Conditions.
4. Offer must be forwarded in two separate bids in sealed covers viz: -
  - i) Part-I "**TECHNO-COMMERCIAL BID**" containing Commercial Terms & Conditions and Earnest Money Deposit and documents as mentioned at clause No. 3 of the Commercial Terms & Conditions at **Annexure 'A'**.
  - ii) Part-II containing **PRICE BID** only, & your quote shall be as per price **Annexure "B"**.
  - iii) The tender will be close at 1500 Hrs. on **12/04/2019** and Part-I Techno Commercial Bid will be opened at 1530 hrs on the same day in the presence of the eligible Tenderer /Tenderer's representative who may wish to be present.

.....2/-

5. Part-II Price Bid of the Techno Commercial accepted Tenders will be opened on a later date in the presence of the Tenderer's representative who may wish to be present, for which a separate communication will follow only to the technical accepted tenders.

Thanking you.

Yours faithfully  
For GOA SHIPYARD LIMITED

**AM (PURCHASE)**

Encl:

- i) **Annexure 'A'**  
Commercial Terms and Conditions (To be signed & returned)
- ii) **Annexure 'B':**  
Price Bid Schedule (To be filled, signed & returned)
- iii) **Annexure 'C'**  
Declaration of Earnest money Deposit (To be filled, signed & returned)
- iv) **Annexure'D'**  
Documents to be enclosed

G21/NSK/BRC- 61

**GOA SHIPYARD LIMITED**

**PRICE BID**

**(SCOPE WORK)**

**TO BE FILLED BY THE TENDERER AND RETURNED TO GSL.**

Rates for Hiring of 29 Seater or higher Capacity Mini Buses four in nos, RTO Registered in the year 2014 onwards as under..

<b><u>SI.No.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
1.	Minimum charges payable upto 2500 Kms. & 250 hours in a month, per vehicle.	Rs. -----
2.	Rate per Km. for mileage exceeding 2500: Kms. in a month, per vehicle.	Rs. -----
3.	Rate per hour if vehicle is hired beyond: 250 hours in a month, per vehicle.	Rs. -----

\_\_\_\_\_  
SIGNATURE OF THE TENDERER  
WITH FULL NAME AND ADDRESS.

Date:

**COMMERCIAL TERMS AND CONDITIONS OF TENDER**

**BIENNIAL RATE CONTRACT FOR HIRING MINI BUSES, 'AS & WHEN REQUIRED BASIS, FOR THE PERIOD FROM 05/06/2019 TO 04/06/2019. TENDER INVITED FOR BUSES HAVING REGISTERED IN THE YEAR 2014 ONWARDS**

1. **GOVERNING OF TENDER**

Any order resulting from this invitation for the Tender, shall be governed by the Commercial terms & conditions of the Tender, and the Tenderer quoting against this enquiry, shall be deemed to have read and understood the same.

2. **COUNTER OFFER:**

Where counter Terms & Conditions are offered by the Tenderer, the Tender shall not be governed by those, unless, specific acceptance of the same is conveyed in writing in the order or otherwise by GSL.

3. **SUBMISSION OF TENDER:**

**TWO BID SYSTEMS:**

The Tender must be submitted in two separate sealed covers under two bid systems **Cover-I to be marked as “Techno-Commercial Bid”, and** should contain valid copies of:

(1) Vehicle Registration Certificate (2) Motor Insurance Certificate (3) Vehicle Fitness Certificate (4) Vehicle Pollution Control Certificate (5) Vehicle Permit (6) Road Tax Certificate. (7) Tender Should be the Owner of the Vehicle (8) EMD of **Rs. 26,000/-** per vehicle, in the form of D.D / Pay order has to be accompanied with the Techno-Commercial Bid (Part 1).

**Cover-II to be marked as ‘Price bid’,** and should contain the Price, as per **Annexure ‘B’**. The rates must confirm to the units indicated therein.

Both the sealed covers i.e. **Cover I & Cover II** must be placed in one bigger cover, sealed and addressed to the CGM (Commercial & OS), Goa Shipyard Limited, Vasco da Gama, Goa- 403 802 superscribing **“TENDER FOR HIRING OF MINI-BUSES ON BIENNIAL RATE CONTRACT BASIS”** with the Tender No. closing date and time. The Tenders may be forwarded by a Registered Post or Deposited in the Commercial Dept Tender Box kept on the Ground floor of GSL Security Department on or before tender closing time & date.

#### 4. EXEMPTION FOR MICRO & SMALL ENTERPRISES:

The MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation [NSIC] or Directorate of Handicraft & Handloom or Udyog Adhar or any other bodies specified by Ministry of Micro, Small & Medium Enterprises will be eligible to be considered under MSE category". Documents & Entrepreneur's Memorandum (EM Part-II) for manufacture/supply of concerned equipment/item must be submitted along with the offer for such purpose to claim the benefit.

##### 4.1 Following facilities/benefits are available to MSEs:-

- (i) Issue of Tender sets free of cost / No tender fee is applicable.
- (ii) Exemption from payment of Earnest Money Deposit.

##### 4.2 (a) MSEs registered with MSME authority as above, quoting prices exceeding upto and within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 25% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GSL.

(b) If it happens that two or more MSEs are within L1 +15% ranges, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally.

**(c) There will be 3 % reservation for woman owned MSEs within the above mentioned 25 % of the order quantity.**

(d) In case the MSE is owned by SC/ST owners, then the Enterprise will get a share of 4%.

(e) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

**(f) In order to encourage MSEs in letter & spirit, awarding of contract will be considered in order of preference of SMEs owned by SC&, ST entrepreneur, next women entrepreneurs & thereafter other MSEs.**

##### 4.3. Participant MSE firms registered with NSIC under its "Single Point Registration Scheme", \_Firms in the process of obtaining NSIC registration will not be considered for EMD exemption. Participant MSE firm submitting UdyogAdhar /NSIC/ DIC/ SSI/ other authorized bodies registration certificate specified by Ministry of MSME has to qualify for EMD exemption should necessarily submit valid copy of the Registration certificate.

- 4.4. Notwithstanding the above, GSL's decision in this matter on exemption from EMD for items/ services & tender fee to participants shall be final and binding.
- 4.5 The GSL reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for GSL action".
- 4.6 Traders are not eligible for availing benefit of exemption of EMD & Security Deposit (SD) and purchase preference as per FAQ (Q. no. 18) published by Mo, MSME vide publication dated 24th Oct 2016. Traders have to submit the EMD & Security Deposit (SD) as applicable.
- 4.7 In the event it is discovered by GSL that the declaration submitted by the vendor is false, GSL reserves the right to debar such vendor and stop them for participating in future tenders and will refer the case to MSME and intimate other DPSUs for debarment as per policy in vogue.
- 4.8 **TReDS Platform for MSE Payment.**

**In order to speed up payment to MSEs, GSL has set up TReDS platform facility for this format.MSEs are requested to register themselves on TRDeS platform and comply with the procedure of Receivables Exchange of India (RXIL) to process the payment through TReDS.GSL will facilitate registration on the platform, the path for accessing the system would be [www.goashipyard.in](http://www.goashipyard.in).> Tender> TReDS platform.**

5. **TENDER CLOSING AND OPENING**

Tender closes at 1500 hrs, on **12/04/2019** and COVER I "Techno-Commercial Bid" will be opened on the same day after 1530 hrs. In the presence of the eligible Tenderer, who may wish to be present. However, COVER-II, "Price Bid" will be opened on later date, for which a separate communication will follow only to the technical accepted Tenders

6. **LATE TENDERS:**

Late Tender shall not be accepted. GSL shall not be responsible for non receipt of Tender (EMD & tender fee) through the tender box or postal delay etc.

7. **VALIDITY OF OFFER:**

The Tender must be valid for a minimum period of 180 days from the date of Tender opening.

8 **RATES/PRICES:**

- a) The Rates/Prices quoted and as accepted by GSL shall remain fixed and firm till the satisfactory execution of Biennial Rate Contract under this tenure of contract/Tender. Any request for increase in price is not admissible or not entertained.
- b) Price Negotiations may not be carried out with the parties and that the contract is likely to be awarded to the lowest Tenderer/s, only if the lowest rates offered are found reasonable and acceptable to GSL.

9. **TAXES & DUTIES:**

If applicable any taxes should be clearly indicated in the offer, if not indicated, then same will be considered as the quoted rates are inclusive of taxes.

10. **RIGHT OF ACCEPTANCE:**

- a) GSL reserves the right to accept or reject any or all Tenders, either in part or full, or the right to, not to accept the lowest offer, without assigning any reason therefore, whatsoever. In case of any dispute, GSL decision in the matter shall be final and legally binding on the Tenderer.
- b) In case if more than required (tendered quantity) number of vehicles found technically and or have quoted the same price, in all such cases, the **vehicle registered in the later date will be considered for awarding the contract.**
- c) GSL may, at its discretion, award the contract in part or full, to one or more parties. If GSL desires, the said contract period may also be extended or reduced. Tenderers are required to note & quote accordingly.”

**“The order will be placed on lowest cost (L1) basis of the individual vehicle.”**

**“In case of tie between L1 offers the order will be placed on latest registered vehicle.”**

11. **EARNEST MONEY DEPOSIT (EMD):**

- a) An Earnest Money Deposit of **Rs.26, 000/-** each vehicle (**Rupees Twenty Six Thousand only**) per Vehicle, must be submitted along with the offer separately, in the form of Demand Draft only, payable at Vasco-Da-Gama, Goa in favour of M/s. Goa Shipyard Limited, Vasco-Da-Gama, Goa. Offers without EMD, shall not be considered. No adjustments of EMD shall be made for the EMD already held at GSL under the existing/other contracts.
- i) If tender is withdrawn by the tenderer during the validity period and/or after the extension thereof.

- ii) If a tenderer, fails to honour the contract.
- iii) If any of the information's and documents furnished by tenderer is found false at any stage of documents scrutiny and/or if cartel is suspected to obtain a contract, in such cases further dealing with the tenderer/firm shall be terminated immediately and dues held with GSL like EMD, Security Deposit and pending bills will be forfeited and in this regards GSL decision will be final and binding on the tenderer/firm".

12. **SECURITY DEPOSIT:**

The EMD of the successful Tenderer will be converted into a Security Deposit respective for each vehicle, which shall not attract any interest, thereon. The Security Deposit shall only be refunded by GSL on successful execution of the contract to the entire satisfaction of GSL. The EMD of the unsuccessful Tenderers will be refunded after finalization of the Tender or on completion of 180 days after the tender opening, whichever is earlier.

13. **FORFEITURE OF EMD/SECURITY DEPOSIT:**

The breach of any of the Terms & Conditions of the Tender shall result in discontinuation of further dealings with the Tenderer and/or forfeiture of his EMD or the Security Deposit, as the case may be, at GSL discretion, and shall also be notified to other prospective customers, e.g. Govt. Bodies, Institutions etc.

14. a) **DETAILED SCOPE OF VEHICLE:**

- 1) The initial registration of the vehicle should be in the year 2014 onwards.
- ii) Seats must be comfortable with proper cushion and arm rest seating capacity should be 29 seater and or higher capacity.
- iii) There must not be any unwanted & extra decoration in the Vehicle other than essentially required.
- iv) Vehicle should have good and clean matting & special care must be taken during monsoons to keep the interiors clean and dry at all times.
- v) All tyres including spare tyre should be comparatively new and must be replaced when worn out during the period of the contract.
- vi) Drivers detailed on the vehicles should be dressed in Khaki / white uniform at all times and must be properly shaved with proper hair cut when on duty.
- vii) The drivers of the vehicle must have adequate cash in their possession in order to meet any exigencies while performing their duties within the Goa limits.
- viii) The driver must be in possession of **driving license/ batch number and police verification certificate at all times as applicable.**



- ix) As far as possible change of drivers in between the contract period will not be permitted. In case of any exigencies it would be the responsibility of the owner to take permission in advance from OIC (Transport) for change of driver and also owner's sole risk to brief the new driver of the duties to be performed of the user department.
- b) **THE TENDER MUST NOTE THAT THE VEHICLE SHALL REPORT FOR DUTY WITH:-**
- i) Tank should be full with fuel. Prior reporting on duty every morning.
  - ii) Driver will not be allowed on duty without proper uniform (Khaki / white).
  - iii) Driver with proper shave and haircut.
  - iv) The driver of the Vehicle must have all the valid documents in his Possession all the times, while plying the Bus. (Driving license, batch number badge, Medical Certificate & Police verification etc.)
  - v) The vehicle should be defect free at all times during the currency of the Contract.
  - vi) The driver of the Vehicle must have all the valid Original documents in his possession at all times like, RC Book, Insurance Copy, Road Tax, PUC Certificate, Permit and fitness certificate while plying the Vehicle. The taxi rep/firm shall submit copy of vehicle registration, insurance certificate, fitness certificate and PUC once in 6 months to the GSL transport section. Vehicle having valid certificate only will be considered for continuance of contract. OIC/(Transport Section) shall check & Register shall be maintained. All aspect of GSL corporate IMS policy to be complied.
  - vii) Driver shall also ensure that he conducts himself in a proper and orderly Manner at all times while on assignments under the contract resulting from this tender, any misbehavior with officer or occupant will seriously viewed and may lead to cancellation of contract.
  - viii) In case if, owner of the vehicle/Driver of the vehicle have any grievances for operation of contract, same should be communicated in writing to OIC-Transport
  - ix) OIC Transport will be informed in case any replacement of the bus due to breakdown or any maintenance. No replacement will be accepted without proper intimation/consent of the OIC Transport/Commercial department.

15. **CONDITIONS FOR OPERATING**

- a) All the Mini Buses will engage only subject to crossing under the Railway overhead bridge, Mangor Hill, tenderers are required to note and quote accordingly.
- b) As per the contract, vehicle owner has to ensure that the contracted vehicle to be made available throughout the completion of the contract period, however in case of a major breakdown, accident or due any other reasons if the owner is unable to deploy the same vehicle for the balance period of the contract, in all such cases, owner of the vehicle has to make written request to OIC –Transport, OIC –Transport is authorized to consider the request, replacement vehicle offered should meet the tender specification, and vehicle is registered on the same owner name and vehicle found fit & acceptable to OIC-Transport section.
- c) Police verification of character and antecedent of drivers will be the responsibility of the owner to ensure the same prior to the deployment of the bus. This being a security requirement, no compromise/reason will be entertained.
- d) During the school vacations such as Ganesh Chaturti, Deepavali, X' Mas, Mid term the service of the bus is not required for GSL duty for which no payment will be claimed by the owner or paid by GSL. However during holidays / Sundays, if the bus is called on duty. Payment will be made on **PRO-RATA basis**.
- e) If the vehicle delayed for any school trips or the driver remain absent due to any reasons a fine of Rs. 2000/- per day will be imposed.
- f) The buses will ply on the route as decided by the OIC Transport Section from time to time. No request for change of any route will be entertained on any reasons
- .g) The driver should be available in his vehicle all the time & should leave his vehicle after obtaining specific permission from the OIC Transport Section.
- h) During the contract period, if the vehicle is seized/ detained / impounded by the Police/Transport Authority for any reason whatsoever, it would be at sole risk/expenditure/responsibility of the contractor/owner.
- i) The driver/owner should have adequate communication facilities for mutual Convenience.
- j) All expenses related to fuel, repairs & maintenance, driver emoluments etc. shall be borne by the Transporter
- k) The vehicle deployed would have comprehensive insurance cover inclusive passenger's injury.

- l) Driver of the bus should be in a possession of mobile phone while on duty. The name of the driver/owner with respective mobile number should be displayed prominently near the First Aid Box
- m) In order to ensure the safety of the children the windows, entry & exist doors should be guarded with required panel / pipes and other safety devices.
- n) Bus should be provided First Aid Box along with necessary First Aid Kit.
- o) The bus should be clean and tidy before the commencement of duty.
- p) The bus should be park inside GSL during the duty hours and shall not be allowed to leave GSL yard during the duty hours.
- q) All buses being deployed should comply with RTO norms / regulations promulgated from time to time.
- r) Reverse horn should be installed and should be functional at all times.
- s) The buses should be repaired for any minor defect, if noticed during the evening hours and if needed should be replaced by another bus in case of major repairs.
- t) The Bus should display the board showing 'ROUTE' No. Provided by the Transport Section of GSL items.
- u) The bus drivers should report for duty at 06.30 hours morning everyday positively.
- v) Washing of the buses inside the yard premises is prohibited.
- w) Buses will not be permitted to leave the premises before 16.30 hours on all the working days.
- x) Board depicting GSL School Bus should be prominently displayed on the front and rear side of the bus
- y) Any other points as per instructions of the OIC Transport /Transport supervisor issued from time to time.
- z) Driver should have mobile phone for communication.

16. **OPERATION OF CONTRACT:**

The Contract will be operated by Transport Section. You have to execute the contract as per the instructions of OIC Transport Section or his Authorized representative as per the terms & conditions stipulated in the contract.

17. **PERIOD OF CONTRACT:**

The Hiring of the vehicle will be for two year, however management may extent or short closes the contact with a notice, tenderers are requested note this condition and quote accordingly.

18. **CLEANLINESS:**

The Vehicle provided by the Tenderer, shall be always in neat, clean and hygienic condition. The vehicle shall be properly serviced at regular intervals. Seat cover, upholstery and the Vehicles shall be maintained in a proper repair at all times.

19. **COMPLIANCE WITH ACTS / RULES:**

The Tenderer shall ensure all the proper safety of the persons carried by him in his vehicle; he shall also comply with all the Rules, Regulations, Notification and Provisions of all the Acts pertaining to the operations of the Motor Vehicles Acts, employment rules and payable to his driver.

20. **SPEED LIMITS:**

The driver of the Tenderer's vehicle shall strictly observe the safe speed limits in the town, on the highways and especially at the GSL Officers Enclave, and shall not resort to any negligent / reckless driving, whatsoever. **Speed limit inside the yard to be strictly maintained and all safety norms to be followed strictly as per GSL policy in vogue.**

21. **TEA/LUNCH BREAK:**

The driver of the vehicle shall be available in or around the vehicle at all the times, and shall report for the assignments at a short notice. However, a tea/lunch break will only be allowed with prior permission of the concerned office OIC Transport section.

22. **PARKING PLACE:**

The Tenderer's Vehicle shall always be parked at the place allocated for the purpose, inside GSL premises, by the Transport Section.

23. **CONSUMPTION OF LIQUOR:**

The Tender shall ensure that the driver of his vehicle doesn't report for duty under the influence of liquor. He shall also ensure that he conducts himself in a proper and orderly manner at all times, while on assignments under the Contract resulting from this tender, and any laps leads to termination of contract without any notice in this regard and decision of GSL will be final and binding on you. **Smoking is strictly prohibited inside the bus and GSL premises.**

24. **PLAYING CARDS/GAMBLING:**

Playing cards/Gambling is totally forbidden inside GSL premises. Any driver found violating these rules will be liable for termination of contract

25. **DEFAULT/RISK PURCHASE:**

If the contracted vehicle does not report for duty on time, GSL shall be at liberty to terminate the contract, either in whole, or to the extent to such default. Moreover, another vehicle may be hired by the Transport Section and any increase in cost, due to increase in rates/the amount paid and all charges incidental thereto, for hiring of other vehicle shall be recovered from the Tenderer, with a penalty for not reporting.

26. **PAYMENT:**

Payment for work done/sheet will be made on monthly basis to the contractors as follows:

- I. 70% of monthly bill within 14 days of submission of the bills.
- II. Balance 30% on receipt of work sheet and detailed verification and certification by the OIC (Transport) &/Or HOD.

The above payments will be made after deducting the Tax Deduction at Source (TDS) as applicable.

Or

100% monthly bill will be paid in 30 days after receipt of detailed work sheet and verification and certification by the OIC(Transport) &/Or HOD.

**Note:**

- a) Bills will not be certified for payment, if found incomplete, by the Transport section.
- b) Responsibility to get the work sheet signed by the Authorized officer solely rests with the driver.
- c) Delay in submitting the bills may result in delay of payment, for which the owner will be solely responsible.
- d) Payment will be made only through RTGS.
- e) The payment during the Mid-Term Vacation & Summer Vacation, as the Services of the Buses are not required by GSL School duty, the payment for the same period will not be made. However during holidays / Sundays, if the bus is called on duty, payment will be made on PRO-RATA basis.

27. **STANDARD OF SAFETY:**

a) The Standard of Safety to be observed in the Company shall be decided by the Safety Officer or any Officer appointed for this purpose. Before the commencement of his work, the Tenderer shall ascertain the standard precautions required to be observed in discharging his duties as per the standard prevalent in GSL, from the said Officer. The decision of the said Officer or any Officer appointed on his behalf shall be final and binding on the Tenderer.

b) **SAFETY PRECAUTIONS:**

The Tenderer shall observe all safety precautions in connection with the operation of buses by him or by his driver. In the event of any accident taking place, resulting in a loss of life or otherwise damaging any part of the property, the Tenderer shall be required to make good the said loss to the 'GSL', and shall be responsible for any or all the consequences that follow from such loss and/or injuries to the persons involved in such an accident.

28. **SECURITY:**

The Tenderer shall make his own reasonable arrangement for the safety of his Vehicle. However, GSL will only extend its normal security arrangements/measures in the yard to the Tenderer. GSL will not be responsible for any loss due to any reasons.

29. **INDEMNITY:**

The Tenderer shall indemnify Goa Shipyard Ltd., against any or all liabilities, legal, financial or otherwise, which may arise during the currency of the Contract as a result of non-compliance with the aforesaid Terms and Conditions or otherwise.

30. **CANCELLATION OF CONTRACT:**

The Contract resulting from this tender may be terminated by GSL at any time during its currency without any notice or without assigning any reason thereof or compensation in lieu, thereof. However, in case, if the Tenderer, wants to cease the Contract, he shall have to give 3 calendar months' notice to GSL.

31. **INDIVIDUALITY OF CONTRACT:**

The Order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien on the Tenderer and shall not get prejudiced in execution due to any situation arising out to some other contract that the Tenderer may have with GSL. You shall not further Sub-Contract this order or part thereof to any other Party/Firm.

32. **AWARD CRITERIA:**

GSL may award the contract to the successful tenderers/ vehicle owners whose tender have been determined to be substantially responsive and technically / commercially accepted and thereafter have been evaluated as the lowest priced (L1) tender. Bidders/ Vehicle owners who matched lowest rate finalized through bidding/ negotiations will only be considered for empanelment at GSL. All the quoted Taxis owners may require matching L1 rates for award criteria.

33 **ARBITRATION:**

- (i) In the event of any question, dispute or differences arising under the agreement resulting from this tender or in connection therewith, (including a dispute relating to the validity or existence of this Agreement), the parties agree to settle the same amicably by mutual discussions within a period of 90 (Ninety) days of service of a written notice from either party to the other parties, referring/raising the dispute, to resolve the dispute in good faith.
- (ii) If the parties failed to resolve the dispute within the aforesaid period of 90 (Ninety) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Shipyard Limited (GSL) shall appoint a Sole arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The arbitration shall be governed by the laws of India and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.
- (iii). Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto, shall be determined at the discretion of the arbitrator.
- (iv) The seat and venue of the arbitration proceedings shall be Vasco-da-gama, Goa or such other place, as the arbitrator may decide.

34. **JURISDICTION:-**

The Purchase Order shall be governed under the Indian Laws and the Courts in India shall have the exclusive jurisdiction for enforcement of Award.

( I/ We hereby agree to the Terms and Conditions )

-----  
Signature and Seal of the Tenderer

Date

**GOA SHIPYARD LIMITED**

**DECLARATION OF EARNEST MONEY DEPOSIT (EMD)**

(To be filled and enclosed with part-I technical bid)

**Tender No. G21/NSK/BRC- 61/2019-2021**

(In Duplicate)

I / We have read and understood the scope of work.

A Demand Draft /Pay order No.....dated.....of  
.....is enclosed alongwith, for Rs:.....being  
the Earnest Money Deposit.

2. Commercial Terms & Conditions are enclosed:

Alongwith Part-I, Technical Bid (incase of Two Bid System)

.....  
(Signature of the Tenderer)

Full Name & Address  
of the Company.

Seal of the Company.

Date:



**ANNEXURE 'D'**

Ref. No. G21/NSK/BRC- 61

**Documents to be enclosed**

<b><u>Sr.No.</u></b>	<b><u>Description</u></b>	<b><u>Document No. &amp; Date</u></b>	<b><u>Valid up-to</u></b>
(1)	Vehicle Reg. Certificate	_____	_____
(2)	Motor Insurance Certificate	_____	_____
(3)	Vehicle Fitness Certificate	_____	_____
(4)	Vehicle Pollution Control Certificate	_____	_____
(5)	Vehicle Permit	_____	_____
(6)	Road Tax Certificate	_____	_____
(7)	Earnest Money Deposit	_____	_____
(8)	Tender Fee	_____	_____

(Signature of the Tenderer)

Full Name & Address  
of the Company.