



The Shipping Corporation of India Ltd.
Administration Department

TENDER REF. NO.:	Admn/Pest Control/2020
TENDER TITLE:	<u>Tender for providing Pest Control Service for SCI offices in Mumbai</u>
DUE DATE & TIME	<u>23.03.2020 , 17:00 HOURS (IST)</u>
TENDER FEE	INR 1000/-+ 18 % GST INR 180 = Total Rs.1180/- (Total Rupees One Thousand One Hundred Eighty ONLY)
EARNEST MONEY DEPOSIT (EMD)	<u>INR 6500 /-</u> (INR Six Thousand Five Hundred – Interest free)
NO. OF PARTIES TO PERFORM CONTRACT	<u>01 (ONE)</u>

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PART - I

SECTION – I

Tender for providing Pest Control Service for SCI offices in Mumbai

1.0

GENERAL INFORMATION

1.1 Tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “the Corporation”) for Pest Control services at SCI offices in Mumbai.

1.2 The Tenderer should have at least two years relevant experience in the last five years from the due date of Tender in the said business.

1.3 **PERIOD OF CONTRACT**

The period of contract arrangement shall be for two years from the date of contract commencement as decided by Corporation’s management. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period on same terms and conditions.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

(2.0) TENDER FEES AND EMD

A. TENDER FEE:

Tender documents can be collected on payment of **Rs. 1180/- (Rs. 1000/- (cost of set) + 18% GST)** per tender set as tender fees (non refundable) in the form of Demand Draft only, drawn in favour of “**The Shipping Corporation of India Ltd., payable at Mumbai.**”

The said forms can be obtained at the following address:

**The Deputy General Manager (Administration)
The Shipping Corporation of India Ltd.,
“Shipping House”, 12th floor,
245, Madame Cama Road,
MUMBAI - 400 021.**

Tender documents are also available for downloading from SCI website www.shipindia.com and **Central Public Procurement Portal (CPPP) of Government of India website** <http://eprocure.gov.in/epublish/app>. At the time of submission of sealed tender, the tenderers who have downloaded the tender documents from website are required to submit, along with the sealed tender documents, a crossed “Account Payee” Demand Draft of **Rs. 1180/- (Rs. 1000/- (cost of set) + 18% GST)** drawn in favour of “The Shipping Corporation of India Ltd.”, payable at Mumbai towards tender fee. **Sealed tenders received for submission without tender fee will not be accepted.**

Tender documents, if downloaded from website, shall be submitted in toto repeat in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document submitted by the tenderer and if found out (be it at any stage of the tender processing and even after award of

contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.

B. EMD

The tender should be accompanied with Crossed Demand Draft drawn in favour of “The Shipping Corporation of India Ltd.”, payable at Mumbai towards Earnest Money Deposit from a scheduled commercial bank. Cheques are not acceptable. The tenderer has the option to submit **EMD in the form of Bank Guarantee (Only in case of EMD value exceeds Rs. 50,000)** from a nationalized bank with validity not less than NINE months from the due date of the tender.

Exemptions from EMD can be granted to Registered Micro and Small Enterprises (MSEs) who can produce a certificate of exemption from NSIC/OTHER RECOGNISED GOVERNING BODIES as per Government regulation prevailing from time to time.

The Demand Draft for Earnest Money Deposit must be enclosed with the “Technical Offer” only and details should be indicated in the Tender Form, Part I .

EMD Amount: INR 6500/-

The EMD amount will be refunded to the unsuccessful tenderers as soon as a decision is taken on the tender or soon after the expiry of the validity period, whichever is earlier.

The Earnest Money Deposit (EMD) is payable to the successful tenderer only after his accepting the contract and submission of Security Deposit and/ or Performance Guarantee.

The Tender fee and EMD must be submitted along with the tender PART-I (Technical BID envelope), as described in ‘General Terms & Conditions’ section of this tender document.

IMP. : Tenders received without Earnest Money Deposit are liable to be rejected.

C. Tenderer must bear in mind that the details for communication purpose, such as postal address, phone and fax numbers, email ID, etc. should have been printed/written clearly on the envelope containing Technical-Bid, Price-Bid separately and on the Outer envelope also.

D. Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of Deputy General Manager (Admin)’s Secretariat before due date and time. However, if it is not convenient for the tenderer to visit Corporation’s office in Mumbai, then the tenderer may send the tender by Post / Courier service at the above mentioned address so as to reach on or before the due date and time.

E. Tender received after the due date and time will not be accepted and the decision of the Corporation in this regard shall be final and binding.

F. Sealed tenders will be accepted in person / by Post / by Courier. However same will not be accepted by e-mail / fax.

(3.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER

The tenderer is required to submit the Tender Form in accordance with the instructions given below.

The Tender response/ bids for subject tender have to be submitted in two parts:

(i) Part I (Technical Offer) includes –

SECTION – I:	<u>GENERAL INFORMATION</u>
SECTION – II:	<u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u>
SECTION – III:	<u>GENERAL TERMS AND CONDITIONS</u>
SECTION – IV:	<u>FORM OF PARTICULARS</u>
SECTION – V:	<u>SCOPE OF WORK & DUTIES AND RESPONSIBILITIES</u>
SECTION – VI:	<u>BANNING GUIDELINES</u>
SECTION – VII:	<u>LIST OF DOCUMENTS TO BE ATTACHED</u>

(ii) Part II (Price Offer) includes-

PRICE OFFER FOR SUBMISSION OF QUOTATION

Price Bid (Part II) for submission of quotation.

“Technical Offer” consisting of Part – I in one sealed cover (Envelope I).

This first sealed cover should be superscribed on top “Part I – TECHNICAL OFFER” Envelope I.

“Price Offer” consisting of Part – II should be submitted in separate sealed cover. This second sealed cover should be superscribed on top “Part II – PRICE OFFER”.

Envelope II.

These two sealed covers (Envelope I and II) should then be put in the third envelope and sealed. The envelope should be addressed to the Deputy General Manager (Administration) according to the instructions as mentioned above. All the sealed covers should bear tenderer’s name and address (with Phone No. and E-mail ID) on the bottom left side of the covers.

Tenderer must ensure that each page of this ‘Tender document’ as well as the supporting documents to be attached are serially numbered and duly signed with official stamp, indicating unconditional acceptance of the herein contained terms & conditions in totality. Failing this, submitted tender shall be liable for summarily rejection.

Tenderers, who download the tender documents from the SCI website or Government website, shall use their own covers (envelopes) for submission of the tender in the same fashion as mentioned above.

Tender document complete in all respects must be submitted in a sealed cover as indicated above, so as to reach us not later than **1700 hrs on 23.03.2020** at following address:

**DGM (Administration),
The Shipping Corporation of India Ltd., 18th Floor,
245, Madame Cama Road, Nariman Point, Mumbai-400021
Contact: 022 2277 2578**

(4.0) ASSESSMENT OF TENDER

The tender will be assessed first on the basis of the information furnished in Part I of the tender comprising the "Technical Offer". On the basis of such technical information, the Corporation will assess the capability of the Tenderer to undertake the contract and, if found unsuitable shall reject the tender, in which case their "Price Offer" will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all the information required in the "Form of Particulars" should be properly filled and all documents of the Technical Offer - Part I, must be enclosed with the tender.

4.1 Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.

4.2 The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.

(5.0) VALIDITY

5.1 The rates given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/ acceptance of the tender takes more than six months, the tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.

5.2 In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

(6.0) Micro and Small Enterprises (MSEs) registered with bodies specified by the Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives

PART – I
SECTION – II

TENDER FOR PROVIDING PEST CONTROL SERVICE FOR SCI OFFICES IN MUMBAI

ESSENTIAL CONDITION –ELIGIBILITY CRITERIA

Work Experience

(1.0) The Tenderer should have two years relevant experience of rendering similar services at office premises of PSU/PSB/Large Corporate/Govt./Quasi Govt. clients in preceding five years from the due date of Tender. The definition of “large corporate organization” would be such organizations that have turnover of more than INR 500 Crores and it is also essential that the work orders are issues directly by the said PSU/PSB/Large Corporate/Govt./Quasi Govt. clients. The value of any one such job should not be less than Rs.1,00,000/- p.a

Certifications :

(2.0) The participating parties are also required to furnish copy of License issued by Department of Agriculture, Government of Maharashtra permitting them to sell, stock or exhibit for sale or distribution of Insecticides

Positive Net Worth :

(3.0) The Tenderer should have positive net worth during last FY 2018-19.

Office Location :

(4.0) The party must be having functional office setup in Mumbai

MSE's :

(5.0) "Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications."

IMPORTANT: IT IS MANDATORY TO FURNISH RELEVANT DOCUMENTS, PROOF FOR THE REQUIREMENTS MENTIONED ABOVE

PART - I

SECTION – III

Tender for providing Pest Control Service for SCI offices in Mumbai

GENERAL TERMS AND CONDITIONS

(1.0)

1. Both Parts, i.e. Part-I (Technical Bid) and Part-II (Price Bid) should be submitted in original. Part-II (Price Bid) of only technically qualified parties shall be evaluated.
2. The tenderers must deposit the aforesaid sealed tender in the TENDER BOX placed in the office before due date and time. Tenderers can also send their sealed tenders by Registered A.D./Courier Service at the above mentioned address so as to reach us on or before the due date and time at the risk of the tenderer, and the SCI will not be responsible for non-receipt or delay in receipt of tender. Tenders received after due date & time will not be accepted.
3. In case the party increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.
4. Tenderers are advised to exercise care in offering the rates to ensure accuracy of the job and rates. No excuse or request for negotiations, altering rates or correcting will be entertained after the quotations (i.e. Price Offer) are opened. All corrections, if any should be initialed by the persons signing the tender form.
5. The rates should be quoted according to the specifications mentioned in the tender form, and it should be inclusive of all duties, taxes and levies, charges, etc. and would remain firm during the contract period. No subsequent additional claim will be entertained by the Corporation.
6. The Corporation does not bind itself to accept the lowest tender, the whole or part of a tender or any tender.
7. Only in case of successful tenderer, Security Deposit/Performance Guarantee needs to be paid and would remain with the Corporation till end of the contract and will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any of the terms and conditions of the Contract.
8. Tenderer must ensure that each page of Tender document as well as the supporting documents to be attached are serially numbered and duly signed with official stamp indicating its unconditional acceptance in totality.
9. No tender would be considered unless accompanied by Account Payee Pay Orders or Demand Drafts in favour of Shipping Corporation of India Ltd. payable at Mumbai, one each for the 'Tender Fee' and the 'EMD'.
10. The tenderers shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in

connection with the bid. The tenderers shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

11. No pre-bid meeting is scheduled. The interested parties may visit concerned SCI official and/or visit place of proposed work(s) during working hours and preferably with prior appointment only. The Corporation however, reserves the right to accept/reject suggestion(s), if any received in such meeting(s).

12. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- A. The successful tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract or Rs. 10,00,000/- (Rupees Ten Lakhs only) whichever is less, in the form of Crossed Bank Demand Draft in favor of The Shipping Corporation of India Ltd. Payable at Mumbai or Bank Guarantee (Only in case of security deposit value exceeds Rs. 50,000) from a scheduled bank , which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- B. Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful tenderer(s) with whom SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- C. In case of termination of the contract for any reason as per Clause No.11.0 the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the tenderer(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- D. In the event the tenderer(s) gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/or Performance Guarantee shall stand forfeited.
- E. No interest shall be payable on the Security Deposit and Performance Guarantee.
- F. The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and/or Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
- G. The Security Deposit and / or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- H. If the Corporation has terminated the contract (or) if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

Tender must be submitted in proper format and acceptance of the entire terms & conditions in totality, failing which it is liable to be rejected. The instructions for the same are provided in the length of this document.

(2.0) AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS

The Corporation, at its discretion, may extend the due date for submission of bids but tenderer's first submission of tender shall be the final proposal.

Tenderer shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extensions period of tender due date.

(3.0) PERIOD OF CONTRACT

The period of contract arrangement shall be for two years from the date of contract commencement as decided by Corporation's management. The Corporation has the sole option to extend the contract twice by three months each after the expiry of two year contract period on same terms and conditions.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

(4.0) RATES

4.1 All Rates must be quoted strictly as per the Price Offer format Part II.

4.2 The Rates quoted / negotiated by the Contractor shall remain firm during tenure of the contract / extended period of contract and **NO ESCALATIONS whatsoever shall either be claimed or considered except as mentioned at clause 4.6 below.**

4.3 **Rates quoted are applicable for all days of the year including Sunday /Holiday.** No extra charges will be payable whatsoever for any reason including for delivery on Sunday/ Holiday.

4.4 The Tenderers are requested to quote their best and final offer in the Price Offer Part-II of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.

4.5 The Tenderers are advised to exercise greatest care in entering the rates. Any request for corrections will not be entertained after the quotations are opened. Corrections if any made before submission of the tender forms should be initialled by the person signing the tender form, failing which rates for such items will not be considered.

4.6 Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be revised subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.

(5.0) This is a non exclusive contract. The Corporation reserves the right to procure any item/s covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the Tenderers.

(6.0) Subcontracting is ordinarily not permissible. If the contractor necessarily requires/intends to utilize services of a subcontractor towards the subject contract, the same must only be with prior express approval of the SCI. However, overall responsibility shall remain to be that of the contractor only. If Joint Venture or Consortium is an indispensable necessity, explicit permission for of same must be taken from SCI before participation in tender process.

(7.0) The contract also agrees to follow all applicable safety rules and common precautions while servicing the contract for direct and indirect safety of all involved and also to ensure no damage is caused to property. By way of mere submission of bid towards this tender, the

successful contractor indemnifies the Shipping Corporation of India Ltd., in the event of the Corporation being made liable to pay compensation to third party or to any of contractor's workers, in due course of servicing of the contract. Contractor shall also be responsible to any damages caused to the property of the SCI due to carelessness or improper/poor quality of job carried out by him/her.

(8.0) All manpower deployed by the contractor shall remain to be its employees and also liability / responsibility of the contractor at all times during the period of validity of contract and never that of the SCI. Contractor must also ensure that, its deployed workers & supervisors must abide by rules & regulations applicable in SCI premises.

(9.0) Contractor shall ensure that no contractor's staff or any of the contract workers stays in the SCI premises after completion of their work and when not on duty.

(10.0) The Contractor shall indemnify the SCI against third party claims of infringement of patent, trademark, Intellectual Property or industrial design rights arising from use of goods/services or any part thereof in India.

(11.0) The Contractor shall not use such documents, data and other information received from the SCI for any purpose other than the work and services as are required for the Performance of the Contract. Similarly, reports and/or designs/layouts prepared by the contractor for SCI under the contract shall not be reproduced/disclosed elsewhere without prior explicit written approval from SCI.

(12.0) It is expressly understood that before quoting, the tenderer has inspected the premises where the works under the contract are to be carried out before offering the tender and has assessed/obtained for himself at own responsibility and cost all information which may be necessary for the successful execution of the contract including provision of materials (with quantum) and made her/himself conversant with all the local conditions & requirements.

(13.0) Exemptions from EMD can be granted to Micro and Small Enterprises (MSEs) who have enclosed certificate of exemption from NSIC/other recognized governing bodies as per Government regulations prevailing from time to time along with the technical bid.

(14.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit submitted with the tender shall stand forfeited in the event:-

(i) The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.

(ii) The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.

(iii) The tenderer seeks amendment of tender terms, or the price offer submitted after submission of tender

(iv) The Tenderer fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract.

(15.0) DISQUALIFICATION

The tender is liable to be disqualified if:

(i) Not submitted in accordance with terms and conditions of the Tender documents.

(ii) Not accompanied by Earnest Money Deposit and/or Tender Fees in the form of Pay Order / Demand Draft.

(iii) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.

(iv) The Tenderer qualifies the tender with his own conditions.

(v) Tender received in incomplete form including price schedule.

- (vi) Tender received after due date and time.
- (vii) Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- (viii) Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- (ix) Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- (x) While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- (xi) The bidder is found to be financially unsound i.e. not having positive net worth on the basis of the audited Balance Sheet / P&L A/C for last three Financial Years submitted with the tender.
- (xii) Not accompanied by all requisite documents.
- (xiii) Canvassing in any form shall lead to disqualification.
- (xiv) If tenderer is found to be in arrears or default with regard to payment of dues Government Agencies.
- (xv) Not fulfilling the eligibility criteria mentioned at Part I- Section II.

(16.0) BILLING

(16.1) The Contractor shall submit their original invoice, complete in all respect, to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai, accompanied by copy of the SAP generated PURCHASE ORDER issued by Administration Dept. along with the copies of original bills and duly signed delivery challan.

Payment to the contracted party shall be released only on Quarterly basis (after end of every quarter) within 120 days from the submission of due invoices and authenticated record for the services rendered in the particular quarter, subject to pest control treatment carried out to the satisfaction of the Corporation. The payment thus made shall be capped within the pro-rata contracted annual financial limit. However, if the Pest Control treatment is not carried out at some offices, then payment will be made proportionately. Payment will be made through ECS facility directly to bank for which furnishing of Bank account details is mandatory.

(16.2) Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.

(17.0) GST:

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. **SCI GSTIN:** as below

MUMBAI	Maharashtra	27AAACT1524F1ZQ
KOLKATA	West Bengal	19AAACT1524F1ZN
CHENNAI	Tamil Nadu	33AAACT1524F1ZX
DELHI	Delhi	07AAACT1524F1ZS

- b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to CORPORATION.
 - iv. Submission of proof of payment of GST to CORPORATION.
 - v. Availment of Input Tax Credit by CORPORATION.

Input Tax Credit

7. In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on CORPORATION.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. The agency should quote the applicable taxes and duties (in the notes & attachment tab) in the in price bid (Part-II).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The **Prices quoted above must be inclusive of all taxes and duties and inclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

(18.0) EVALUATION

- (18.1)** Tenderers must quote for all the items in the tender schedule.

Tender will be evaluated on the basis of quoted "ALL INCLUSIVE (except GST) RATE per SQ.FT. per ANNUM". GST will not be taken into account for establishment of party position.

This total financial implication will be used to decide order of competitiveness. **Conditional discounts will NOT be taken into account for the financial evaluation.**

- (18.2)** Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be only on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (18.3)** The contract shall be awarded to **ONE** successful tenderer.
- (18.4)** Negotiations may also be carried out with L1 party.
- (18.5)** The contract shall stand suspended/ terminated, partially or fully, as a result of Government Policy/ directive to diversify the operations through Government's agency, in which case no claims for any loss of business shall be made on the Corporation.
- (18.6)** The estimated requirement furnished in the Part – II (Price Offer) is indicative only and the same is without any commitment from the Corporation and the Corporation cannot assure minimum/ maximum work that can be offered.
- (18.7)** Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.

(18.8) Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer's capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above.

(18.9) The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.

(18.10) The submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged/misunderstood any conditions.

(18.11) (i) To assist in the examination, evaluation and comparison of the Technical and Price Bids, the Corporation may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Corporation in the evaluation of the Price Bids.

ii) Provided that a bid is substantially responsive, the Corporation may waive any non conformity in the Bid that does not constitute a material deviation, reservation or omission. If a Bidder does not provide sought clarification of its Bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.

iii) During the evaluation of Price Bids, the Corporation shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Corporation, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If the Bidder does not accept the correction of errors, its Bid shall be liable to be disqualified and its EMD may be forfeited and / or Bidder may be subjected to other suitable action as per other provisions provided in this tender document.

iv) The Corporation is not bound to accept the lowest or any Bid, in full or in part.

(19.0) RISK PURCHASE CLAUSE

If any time during the currency of the contract we find that –

- (i) Contractor has failed to arrange services from the date of commencement of the contract, or
- (ii) the services are not arranged in time, or assigned job has not been completed in time, or
- (iii) the services rendered by the contractor are found unsatisfactory, or
- (iv) the services do not confirm to the quality/ specifications indicated in the contract

The Corporation will be at liberty to obtain the services from alternative sources at the risk and cost of the contractor.

(20.0) PENALTY CLAUSE

The Corporation has the right to take the following actions against the contractor, without prejudice to any of its rights, including the right to claim damages, if in case:

(I) Involved in wrongful billing

- (i) To issue a warning letter for first contravention and recover the excess amount billed.
- (ii) On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- (iii) On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount.

(II) Not rendering service as per the provisions of the Contract

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, **a monetary penalty will be imposed equal to 1% of annual contract value.** This is to be paid by way of a bank draft for the said amount, drawn in favour of “The Shipping Corporation of India”, payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited. Further, Corporation reserves the right to initiate action against the Successful bidder as per banning policy and guidelines of the Corporation

(21.0) TERMINATION CLAUSE

The Corporation reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

- (i) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (ii) The tenderer commits any breach of the terms of this contract / tender document.
- (iii) If any charge sheet is filed by a Competent Authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- (iv) The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines (**Section-VI**).
- (v) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of

which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.

- (vi) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- (vii) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.

The decision of the Corporation in terminating the contract will be final and binding on the tenderer.

(22.0) BANNING GUIDELINES

The tenderer shall submit the tender along with "**Policy and Guidelines for Removal / Suspension / Banning of Entities (Banning Guidelines)**", issued along with the tender document (SECTION-VII), duly signed on all pages as a token of acceptance. All pages of the **Banning Guidelines** shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of **Banning Guidelines** shall be unconditional and the tenderer must not change any contents of the **Banning Guidelines**. The signed **Banning Guidelines** should be enclosed with the technical offer of the tender only. Tenders received without the signed **Banning Guidelines** shall be liable to be rejected.

- (22.1)** It is clearly understood by the tenderer that if a charge sheet is filed by any competent authority of the Government against the tenderer / its Directors, the tenderer is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

- (22.2)** If there is a change in the constitution of the bidder's firm / company arising out of:

- i) merging with some other company or
- ii) collaboration with some other company or
- iii) for any other reason

Or, if any changes take place in the proprietorship or partnership of the bidder's firm, the Corporation should be intimated immediately of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario.

Whatever be the reason of changes, the subject contract would be terminated unless the new company/ entity accepts the subject contract at the same rates, terms and conditions laid down herein. The change will be subject to SCI management approval, after examining the legal / contractual aspects and all papers / documents that the bidder may be required to produce in that connection.

(23) EXIT CLAUSE

The CORPORATION at its sole discretion can terminate the contract without assigning any reasons whatsoever by giving **THIRTY (30)** days notice to the contractor.

(24) SECURITY CLAUSE

- A. While evaluating tenders regard would be paid to national defence and security consideration.

- B. The tenderer shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the Tenderer.

(25.0) EMPLOYMENT OF WORKERS

It has to be clearly understood by the tenderer/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the tenderer/s to perform the contract if awarded, shall be the employees of the tenderer/s and the tenderer/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the Corporation shall in no way be liable for the same. The tenderer/s shall also comply with all the provisions under the laws of the land pertaining to his/ their workers and their employment for the purpose of performing the contract if so awarded against this tender and the tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

The contractor shall in all respects comply with all requirements of Minimum Wages Act, as applicable in Central Establishments, the Contract Labour Act, The Employees' State Insurance Act, Employees' Provident Fund Act, Payment of Gratuity Act, Industrial Disputes Act, 1942, Payment of Bonus Act, regulations of Maharashtra Pollution Control Board, Maharashtra Stamp Act, and of any other relevant law for the time being enforced. Child labor, whose age is below 18 years, shall not be engaged in the contract work. By mere way of accepting the contract, the contractor shall be keeping the SCI fully indemnified against any or all liabilities and responsibilities under the above said Acts and Schemes there under. In the event of the Contractor not making payments, statutory deductions as per the laws applicable to the concerned workmen, the SCI will have the right to deduct an equivalent amount from the dues payable to the contractor. Contractor must ensure that, none of their staff / workman is posted/working in our premises for more than 240 days in a year.

(26.0) WAIVER

It shall always be open to the Corporation by written communication to the Contractor to waive in whole or part any right or the enforcement of any right or remedy which the Corporation may have against the Contractor or of any obligations which the Contractor may have hereunder, provided always that:

- (i) No waiver shall be presumed or inferred unless made in a written communication addressed by the Corporation to the Contractor and specifically communicated as a Waiver;
- (ii) No waiver of any right or part of any right on one occasion shall be deemed to be a waiver or abandonment of that right for all occasions with the intent that a waiver once given shall be limited to the specific waiver and shall be without prejudice to the right of the to insist upon the strict adherence of the attendant obligations of the Contractor and/or the future enforcement of the right by the Corporation in respect of the same and/or any other dependent obligation.

(27.0) INDEMNITY

The Contractor shall defend, indemnify and hold the Corporation harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Contractor /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract,

including any liability that may arise out of accident, whether by the employees of the Contractor or by third party.

The Contractor shall also indemnify the Corporation and every member, officer and employee of the Corporation against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

(28.0) FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean Act of God, floods, tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Corporation and the Contractor, directly effecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and/or labour of the Contractor.

Time for performance of the relative obligation suspended by the Force Majeure, may be extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

(29.0) DISPUTE RESOLUTION

In the event of any dispute as regards the Terms and Conditions as above or as regards interpretation of the clauses hereof, the decision of the Corporation shall be final and binding.

(30.0) CONCILIATION

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, SCI as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).

- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- h) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;
- i) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- j) The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
- k) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- l) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- m) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

(31.0) JURISDICTION

This agreement including all matters connected with this tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Mumbai.

(32.0) ARBITRATION

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a

period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the Corporation.

The venue of the said Arbitration shall be at **Mumbai**.

And the provision of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

(33.0) For the selected party, this tender document along with the issued work order / Letter of Award / Purchase Order shall together constitute the contract /lease agreement. No separate agreement shall be signed. The contracted party shall have to arrange to pay due stamp duty (and submit corresponding stamp paper/franked document to SCI), at its own cost, before commencement of contract. The contractor is required to pay applicable stamp duty under Bombay Stamp Act towards this contract and submit corresponding stamp papers/franked document to SCI. In case any underassessment/underpayment of the said stamp duty comes to light, even in future, SCI shall have absolute right to recover from contractor, the deficient payment made good to and/or penalty imposed towards such underpayment by, the appropriate government authority. Informatively, as per Article 63 of Bombay Stamp Duty Act:

- a. For works contracts up to rupees ten lakh, stamp duty payable is five hundred rupees, and
- b. For work contracts exceeding rupees ten lakh, stamp duty payable is five hundred rupees plus 0.1% of amount above rupees ten lakh, subject to the maximum of rupees twenty five lakh.

(34.0) Should the contractor cease to exist or become insolvent or bankrupt or commit any breach of contract or undergoes change in its constitution, the same must be immediately intimated to the corporation. The corporation shall be entitled forthwith by notice in writing to contractor or his legal representative to decide whether to continue the contract, in such time and manner and by such persons as the Corporation shall think fit as the risk, cost and liability of the contractor. If asked by SCI, the new company/entity shall be bound to service this contract at the same rates, terms and conditions laid down herein.

(35.0) For the selected party, this tender document along with the issued work order / Letter of Award / Purchase Order shall together constitute the contract /lease agreement. No separate agreement shall be signed. The contracted party shall have to arrange to pay due stamp duty (and submit corresponding stamp paper/franked document to SCI), at its own cost, before commencement of contract. The contractor is required to pay applicable stamp duty under Bombay Stamp Act towards this contract and submit corresponding stamp papers/franked document to SCI. In case any underassessment/underpayment of the said stamp duty comes to light, even in future, SCI shall have absolute right to recover from contractor, the deficient payment made good to and/or penalty imposed towards such underpayment by, the appropriate government authority. Informatively, as per Article 63 of Bombay Stamp Duty Act:

- c. For works contracts up to rupees ten lakh, stamp duty payable is five hundred rupees, and
- d. For work contracts exceeding rupees ten lakh, stamp duty payable is five hundred rupees plus 0.1% of amount above rupees ten lakh, subject to the maximum of rupees twenty five lakh.

(36.0) DEFINITIONS

- A. The terms “CORPORATION” or “SCI” wherever used shall mean “The Shipping Corporation of India Ltd.”
- B. The term “TENDERER” shall mean and include the person, firm or a body corporate which is submitting its tender.
- C. The term “CONTRACTOR” shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

(Signature of the Tenderer with Rubber Stamp of the

Firm)

Place:

Date:

.....

N.B. - Please return this form and the Form of Particulars duly signed and stamped on each page.

Declaration:

- (a) I/We _____ am/are the sole proprietor/Manager of _____ and authorized to submit this tender on behalf of my/our company/firm.
- (b) It is certified and declared that I/we have read, understood and accepted the terms and conditions of this tender in totality, and have accordingly submitted my/our tender and proposed service(s)/materials(s)/product(s).
- (c) I/We declare on solemn affirmation that whatever information is submitted in this tender is true and correct to the best of my knowledge and belief.
- (d) I/We hereby certify that my/our company/firm has not been terminated and/or banned and/or blacklisted by any office/department/undertaking of the Govt. of India, at any time under any contract.
- (e) I undertake and confirm, not to have made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and not committed any offence under the Prevention of Corruption Act in connection with the bid.

(Signature of the Tenderer with

Date:

Place:

Rubber Stamp of the Firm)

PART - I

SECTION – IV

Tender for providing Pest Control Service for SCI offices in Mumbai

FORM OF PARTICULARS

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1.	Name of the Firm and Full postal address with Pincode (<i>enclose address proof</i>)	
2.	Details of Functional office setup in Mumbai Landline Telephone(s), Mobile Nos and Fax Nos. Email and web address, Person in charge(<i>enclose proof of establishment</i>)	
3.	Whether Proprietary/Partnership/ Limited/Company and date of constitution?(Provide date & proof of establishment/ incorporation)	
4.	Income Tax PAN (<i>enclose copy</i>)	
5.	GST Reg. No. (<i>enclose copy</i>)	
6.	Profession Tax Registration No. (<i>enclose copy</i>)	
7.	Employees' Provident Fund Reg. No. (<i>enclose copy</i>)	
8.	Name of the main Partner/s, Name of the Proprietor in case of Proprietary concern. Names of the Directors in case of a Limited Company.	
9.	Name of Manager or Managing Partner/ Director responsible for day-to-day conduct of business.	
10.	Name/s of other Firm/s, Companies in which you are connected/having interest. If answer is affirmative, please declare full particulars.	
11.	Whether any litigation is pending against you in respect of contracts of similar nature or for any violation of relevant law like Contract Labour (Regulation & Abolition) Act, etc.? If so, give Details.	
12.	In the past, whether any PSU/Govt./SCI has banned and/or blacklisted and/or taken any punitive action against your firm during period of past five years considered from tender due date? If yes, state details/reason.	
13.	Whether your firm has been disqualified by the SCI at any time in the past for any contract, if Yes, state details/reasons.	
14.	Whether any employee/partner/director etc. of your firm/organization has/had any relations with SCI?	
15.	Is your firm classified as belonging to Micro, Small and Medium Enterprises? If yes, specify category and Furnish valid documentary evidence.	
16.	Whether the tenderer employs in any capacity administrative or advisory, ex-officer of the Corporation, who has retired from the corporation as DGM or higher level in preceding two years as on the bid closing date	

17.	If the answer to 16 affirmative. The name & designation of that officer in the company, his designation at the time of retirement in SCI and his date of retirement from SCI to be furnished.	
18.	Also the role and responsibilities of that officer especially with regard to this contract.	
19.	Your A/c details, Banker's Name and address:- (enclose a copy of cancelled cheque)	
20.	Any additional information forwarded by your firm.	
21.	Tender Fee & Earnest Money Deposit Details	DD/PO No: Date: _____ Drawn on _____ DD/PO/BG Details : Date: _____ Drawn on _____

I have / have not attached separate sheet respect of points where the space provided is inadequate.
I hereby declare that I am duly authorized to submit this tender on behalf of my firm and have enclosed authority letter / power of attorney to same effect. I also undertake that the details furnished above are true and correct to the best of my knowledge and belief and I will inform SCI of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting at any point of time, I am aware that my bid / contract shall be liable for disqualification / termination.

Note: Particulars requested above may be furnished on separate sheets, if necessary.

(Signature of Tenderer)

Full Name : _____

Designation: _____

Rubber Stamp:

Date: _____

Place: _____

PART – I

SECTION – V

Tender for providing Pest Control Service for SCI offices in Mumbai

INDICATIVE SCOPE OF WORK & DUTIES AND RESPONSIBILITIES

- 1.1 The treatment and mode of application shall have to be confirmed with specifications given for General Disinfestation (*Cockroaches, Mosquitoes, Flies, Lizards, Bedbugs etc.*) services at our office premises (*all the floors*) for 26 times in a year, Rodent control services at all the floors for 26 times each in a year and Anti-Termite – around 6 times a year. If the requirement demands, the Anti-Termite treatment must include injection of suitable/standard chemicals into the infested walls.
- 1.2 Contractor shall have to provide necessary treatment (*even gel/wet type, if situation demands*) to eradicate the problem of white ants/ insects/ cockroaches inside the wooden partition in the officers cabins in all our office premises and also have to control the nuisance of rats which cause damage to telephone wires, PC wires, zerox machines by providing necessary treatment such as keeping gum paste, keeping rat cages or to make use of smoke bombs once a month or whenever necessary depending upon the requirement.
- 1.3 These requirements are indicative and Agencies are advised to visit the place of work for assuring the nature and volume of work realistically before quoting the rates. **Contracted agency must ensure that the pest control once done must remain effective up to next pest control failing which it shall have to be done again at the cost of the agency.**
- 1.4 The contracted party shall also be occasionally required to undertake Pest Control in Residential Premises of SCI within Mumbai Suburban Limits, but only on need basis upon specific instruction from SCI. The payment for same and for every instance shall be made as per actual at the per Sq. Ft. rate calculated as - 'Per Sq. Ft. rate Per Annum' quoted in the commercial bid divided by 52.

PART – I

SECTION – VI

Tender for providing Pest Control Service for SCI offices in Mumbai

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities

1.0 Introduction.

The Shipping Corporation of India Ltd. (SCI), a premier commercial organisation, is committed to maintaining ethics of the highest standard and adopt best industry practices in all its activities. During the course of business, SCI transacts with various firms and companies in their capacity as bidders / vendors / contractors / agents, hereinafter, referred to as the 'Entity'. SCI considers all its business dealings as a relationship and no relationship can be built on deceit or unethical conduct. SCI in all its business dealings endeavours to maintain fairness, transparency and it is expected that the other party to the deal will also uphold similar code of conduct.

This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and their recurrence from the system.

Since banning of business dealings involves civil consequences for an Entity concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. Accordingly, during the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable for poor performance or any inadvertent or unintentional lapse on part of the party.

The decision of banning any business dealings would be taken only after it is established beyond doubt that the party has committed an act of deception, fraud or other misconduct in the tendering process or in the execution of contracts awarded / orders issued to them.

2.0 Scope:

2.1 SCI reserves its rights to remove an entity from its list of approved suppliers / contractors or to ban business dealings and also to suspend business dealings pending investigation if that entity has been found to have committed misconduct.

2.2 The guiding principles and processes for
(i) Removal of an Entity from the list of approved suppliers / contractors
(ii) Suspension and
(iii) Banning of an entity from doing business with the Corporation,

for a specified period, are laid down herein.

2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.

2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.

2.5 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3.0 Definitions:

In these Guidelines, unless the context otherwise requires:-

The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor / Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.

'Inter-connected Entity' shall mean two or more companies having any of the following features:-

If any or all of the Partner(s) / Functional Director(s) are common,

If the Management is common,

If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.

'Competent Authority' and 'Appellate Authority' shall mean the following:

For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.

The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.

For contracts where Board approval is mandatory for award, the Board or nominees of the Board would constitute the competent authority. In such cases any appeal would also lie with the Board.

Banning proposals initiated by the SCI branch offices would be heard by the same authorities as mentioned at **3.0 iii (a) and 3.0 iii (b)** above, and would have a company-wide effect, unless otherwise specified by the Competent Authority.

'Investigating Department' shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include the Vigilance Department, "Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate".

List of 'Approved Entities' – shall mean and include list of approved Parties / Contractors / Suppliers / Purchases / Customers / Bidder / Vendor / Agents', if registered / contracted with SCI.

4.0 Grounds for initiation of Banning Business Dealings:

4.1 If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.

4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.

4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.

- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts and / or fudging / forging / tampering of documents.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10 Established litigant nature of the Entity to derive undue benefit;
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 Continued poor performance of the Agency in several contracts.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

5.0 Initiation of Banning / Suspension:

The contracting Department on receiving request to ban the Entity on any of the above grounds (as listed under clause 4) will initiate the banning process by forming a Committee comprising of Representatives from concerned User Division, Contracting Division, Finance Division. The User / Reporting Division to provide all relevant facts / material to the contract initiating Department / Division which will present it to the aforementioned Committee. The Committee so formed will study the case and then submit its recommendations to the Competent Authority to decide on banning the Entity from all dealings with SCI. The Competent Authority would comprise of Director of the Division awarding the contract, Director (Finance) and Director of the concerned Operating Division. C&MD would be the Appellate Authority.

6.0 Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the

Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.

- 6.3** The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4** The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5** The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6** As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7** If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8** It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.
- 7.0 Banning of Business Dealings:**
- 7.1** A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- 7.2** There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
- (i)** To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii)** To recommend for issue of show-cause notice to the Entity by the concerned department as per clause **9.1**.
 - (iii)** To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv)** To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3** If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph **9.1** and an enquiry held accordingly.
- 8.0 Removal from List of Approved Entities - Suppliers/Contractors, etc.:**
- 8.1** If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.

8.2 The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.

8.3 Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9.0 Show-cause Notice:

9.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defence.

9.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).

9.3 The Competent Authority may consider and pass an appropriate order:

- a. For exonerating the Entity, if the charges are not established or
- b. For removing the Entity from the list of approved Suppliers / Contactors, etc. or
- c. For banning business dealings with the Entity.

9.4 The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

10.0 Appeals against the Decision of the Competent Authority:

10.1 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

11.0 Review of the Decision by the Competent Authority

Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12.0 Circulation of the names of Entities with whom Business Dealings have been banned:

12.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.

12.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.

12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating

Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.

12.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

13.0 **These guidelines will form part of the Tender document**

PART – I

SECTION – VII

Tender for providing Pest Control Service for SCI offices in Mumbai

CHECK LIST FOR ESSENTIAL DOCUMENTS TO BE ESSENTIALLY FURNISHED WITH TECHNICAL BID FOR TECHNICAL QUALIFICATION

1. **Tender Cost of INR 1180/-** :
2. **Earnest Money Deposit of INR 6500/-** :
3. List of clients served/are being served along with value of contract:
(Please attach copies of experience certificates indicating specific experience towards satisfying Sr. No.1 of “Pre-Qualification Criteria” listed at Section II)

Sr. No.	Name of PSU/PSB/Large Corporate/Govt./Quasi Govt. Client	Type of service(s) rendered	Value of Contract	Execution Period		
				Date From	Date To	Total Period
1.						
2.						

Please attach separate sheets, if required.

4. All the pages of this tender document duly signed, implying Unconditional acceptance of all the terms & conditions described through its length. : Yes/No?
5. Form of Particulars of duly filled. : Yes/No?
6. Copy of Income Tax PAN and valid GST Regn. : Yes/No?
7. Whether your firm has attached audited copies of P & L A/c, Balance Sheet, IT returns for the last FY? : Yes/No?
8. Copy of license by dept. Of agriculture, Govt. of Maharashtra? : Yes/No?
9. Copy of Registration / License of firm under Shop & Establishment Act/Municipal Corporation to establish party is based out of / having fully functional office setup in Mumbai : Yes/No?

Name & Signature of the Tenderer with rubber stamp of the firm

NOTE:

1. Any other certificate besides the above mentioned if deemed necessary can also be enclosed.
2. All the documents should be attached on the order mentioned above.
3. All documents to be serially numbered and total number of pages indicated on Covering Letter.



The Shipping Corporation of India Ltd.
Administration Department
PART – II – PRICE OFFER

Tender for providing Pest Control Service for SCI offices in Mumbai

ALL INCLUSIVE (except GST) RATE per SQ.FT. = ₹_____ per ANNUM

Applicable 'GST' on above quoted rate = _____ %

PREMISES	TOTAL APPROX. AREA (SQ.FT.)	TOTAL ALL INCLUSIVE AMOUNT IN ₹ PER ANNUM (as per above rates with GST)
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SHIPPING HOUSE	1,41,728	₹_____
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DOCK OFFICE	400	₹_____
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MTI, Powai	1,98,631*	₹_____
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TOTAL:	3,40,759	₹_____
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* *Note:* Apart from 1,93,631 Sq. Ft. of existing buildings, area to be serviced at MTI, Powai also includes additional 4,800 Sq. Ft. of Septic Tanks, Open Drain Channels, Closed Drains, Gutters and Record Rooms.

I / We hereby confirm that our rates are exclusive of all taxes / levies etc and quoted as per tender terms and conditions. I / We have inspected the premises where the works under the contract are to be carried out before offering the tender and has obtained for ourselves at our own responsibilities and cost all the information which may be necessary for the successful execution of the contract including provision of materials and made myself/ourselves conversant with all the local conditions & requirements (with quantum).

Further, I/ we understand and agree that, if contracted, apart from above premises we shall also be required to undertake Pest Control in Residential Premises of SCI within Mumbai Suburban Limits on need basis. The payment for same shall be made at actual at the per Sq. Ft. rate, calculated as -“Per Sq. Ft. rate Per Annum quoted above divided by 52”.

A.) This quotation has been submitted in accordance with terms and conditions as per the Tender Form.

Place:

Date:

**Name & Signature of the tenderer with
rubber stamp of the firm.**