



**THE SHIPPING CORPORATION OF INDIA LTD.**

(A Government of India Enterprise)

(P & A Division)

(Maintenance & Services Department)

Civil Engineering section

"Shipping House" 18th floor, 245, Madame Cama Road,  
Nariman Point, Mumbai-400021.

**NOTICE INVITING TENDER**

<b>TENDER REF. NO.:</b>	P&A/M&S/CE/19-20/01
<b>TENDER TITLE:</b>	<b><u>Appointment of Project Management Consultant (PMC) for Structural Repair works at Shipping House, Mumbai.</u></b>
<b>DUE DATE &amp; TIME</b>	12.06.2019, 1700 HRS ;
<b><u>PRE BID MEETING</u></b>	04.06.2019, 1500 HRS at Shipping House
<b>TENDER FEE</b>	<b>INR 1500/-+ 18 % GST INR 270 = Total Rs.1770/- (Total Rupees One Thousand Seven Hundred Seventy only)</b>
<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>Rs 12,000.00/- (Total Twelve Thousand Only)</b>

**Subject :- Appointment of Project Management Consultant (PMC) for Structural Repair Work at Shipping House, Mumbai.**

The Shipping Corporation Of India Ltd invites sealed tender from reputed firms having experience in providing PMC services for structural repair works of high rise buildings and providing Structural stability certificate from MCGM complete.

The Bidder having relevant experience of execution of similar nature of jobs having **experience in last 7 years** are called to participate in Tender. Bidder must be registered with MCGM as structural engineer. Before submitting Tender, the bidders shall inspect the site / place of work to understand the scope of work.

- 1.0 Tender documents are available for downloading from Corporations website <http://www.shipindia.com> also on Government of India's tenders portal <http://www.eprocure.gov.in>. The sealed tender documents, duly completed, must be accompanied by the Tender Document Fees in the form of a crossed "account payee" Demand Draft for **Rs.1770/-** drawn in favour of **"The Shipping Corporation of India Ltd"**, payable at Mumbai.
- 2.0 Tender documents, if downloaded from the SCI/NIC website, shall be downloaded in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the Bidder then his tender is liable to be rejected .
- 3.0 The Tenders in the enclosed form should be, duly stamped & signed on each page completed in all respects should be submitted in the tender box placed in office of **DGM (Admin)** in a sealed envelope superscribed **"Appointment of Project Management Consultant (PMC) for Structural Repair works At "Shipping House" Mumbai"** so as to reach this office by 1700 hrs on or before 12.06.2019. Tenders will be opened in the presence of tenderers. The date and time will be intimated in advance to the Tenderers by e- mail mentioned on their envelope. If e- mail is not mentioned on the main envelope, it would not be possible to inform the date for opening of the Tender. Tenders received by e –mail & fax would be rejected. The Tender must be submitted in sealed cover to ;

**DGM (Admin)**

Administration Department  
"Shipping House" 18th floor,  
245, Madame Cama Road,  
Nariman Point, Mumbai-400021

**Tenders 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.**

**4.0 BROAD INSTRUCTIONS FOR FILLING THE TENDER:**

The Bidder is required to submit the Tender Form in accordance with the instructions given below:

The Tender Forms for subject tender has to be submitted in two parts:

- a) Part-I (Technical Offer) includes
  - Part-I ( A ) : GENERAL TERMS AND CONDITIONS.
  - Part-I ( B ) : FORM OF PARTICULARS
  - Part-I (C) : ESSENTIAL TERMS & CONDITION, FORMS A & B, Check List, Annexure I (Letter of Transmittal), Annexure II (Format for Power of Attorney), Annexure III (Banning Guidelines).
- b) Part-II : Price Offer.

- 5.0 Bidders are requested to submit the "Technical Offer" consisting of Part-I (A), (B), (C), forms, Annexure etc in one sealed cover and the "**Price Offer**" consisting of **Part-II** in another sealed cover. On both the sealed covers the Tenderer's name and address, along with contact details of the company (name, address, telephone, fax, email & mobile), should be indicated on the bottom left side of the cover. The first sealed envelope should be super scribed on top "**Part-I Technical Offer**" and the second envelope as "**Part-II Price-Offer**".

These two sealed covers should then be put in a third sealed cover and addressed to **DGM (Admin)** in a sealed envelope so as to reach this office by 1700 hrs on or before 12.06.2019. The third sealed cover, also having contact details of the Company ( name, address, telephone, fax, email & mobile (if any) ) indicated on the bottom left side of the cover to be superscribed as "**Appointment of Project Management Consultant (PMC) for Structural Repair works At "Shipping House" Mumbai" due date 12.06.2019 by 1700Hrs.**

**6.0 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 shall assess the capability of the Tenderer to undertake the contract and, if found in- proficient 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. Tenderer should note that all the information required in the "Form of Particulars",annexure, forms should be properly filled and all documents of the Technical Offer - Part I, must be enclosed with the tender.

- 7.0 Once a tender is accepted on technical grounds, the selection among such technically qualified Tenderers would normally be only on the basis of 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. The Tenderers are requested to quote their best and final offer. Revised offer shall not be entertained.

8.0 Micro, Small & Medium Enterprises (MSMEs) registered under Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.

9.0 **VALIDITY:-**

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 rates will hold valid till finalisation of the contract.

During the validity of the quotation, in case the Tenderer increases its Price Offer, the tender would be liable to be rejected.

10.0 **EARNEST MONEY DEPOSIT:** The EMD by way of Crossed Demand Draft drawn in favour of "The Shipping Corporation of India Ltd.", payable at Mumbai for a sum of **Rs. 12,000.00 /-** (Rupees Twelve Thousand Only) to be furnished before due date & time. No interest will be paid on EMD amount. Furnished EMD is refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.

(Tender for which EMD along with tender fee is not received by due date and time will be liable to be rejected.)

Except for parties having valid and relevant NSIC exemption, tenders without due 'Tender Fee' and 'EMD' shall be summarily rejected. Cheques are not acceptable.

11.0 **Pre-Qualification Criteria :-**

- a) The Applicant with an average annual turnover of more than **Rs. 3.6 Lakhs** during last three years ending 31st March 2019. Turnover means PMC fee received during the year. (The year means F.Y. from 1st April to 31st March)
- b) Applicant must have provided "**PMC Services**" to any Govt. / Semi Govt. organization / Public Sector /Reputed large Private corporate during last **Seven years** for,
  - (i) One structural repair work to high rise building costing not less than 1.6 crores.
  - OR**
  - (ii) Two structural repair work to high rise building costing not less than 1 crores each;
  - OR**
  - (ii) Three structural repair work to high rise building costing not less than 0.8 crores each

In the above,

"**PMC fee**" means having the scope of work similar to scope of this project.

High rise building means building having more than 13 floors.

Structural repair work should include jobs of polymer repair, micro concrete, fibre wrapping & jacketing etc.

- c) The Bidder firm should have positive net worth for immediate past one year.

- d) The bidder (proprietor/partnership/LLP) must have valid structural License from MCGM having 10 years experience and should be an empanelled structural consultant of MCGM.
- e) The bidder must have fully functional office in Mumbai Metropolitan Region (MMR).
- f) The party must ensure & exhibit complete compliance with 'check list for documents to be essentially furnished with technical bid for technical qualification', as given at Page No. 27 of this tender document.

The change of company / Firm name or Change in name of Company / Firm cannot claim merely by means of affidavit, work done under previous company /firm as the works done by them( new/changed company /firm) unless approved by the Appropriate Statutory Authority.

Documents in support of above Primary Eligibility Criteria should be enclosed.

Bidder those who are meeting all the above criteria may apply.

- 12.0 Canvassing in any form will be a disqualification for which the tender can be rejected without any reasons. The Corporation reserves the right to accept or reject the entire tender without assigning any reason thereof.

**IMP:** Tenders received without Earnest Money Deposit & tender fee are liable to be rejected



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Civil Engineering section

“Shipping House” 18th floor, 245, Madame Cama Road,  
Nariman Point, Mumbai-400021.

**Sub: Appointment of Project Management Consultant (PMC) for Structural Repair works at Shipping House, Mumbai.**

(Due date :12.06.2019 by 1700 Hrs.)

**TECHNICAL BID : PART – I (A)**

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**GENERAL TERMS AND CONDITIONS**

**1. SEALED TENDER SUBMISSION**

The Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of **DGM (Admin)** on or before due date and time. However if it is not convenient for the Tenderer to visit the Corporation office in Mumbai, then the Tenderer may send Tender by Post /courier service at the above Mumbai address so as to reach on or before the due date and time .Tenders received after the due date and time will not be accepted. Tenders received by e-mail / fax will also not be accepted.

2. **RATES:** The Rates quoted / negotiated & agreed by the bidder shall remain firm during the tenure of the contract / extended period of contract and **NO ESCALATIONS** whatsoever shall either be claimed or considered. The Rates quoted shall be “**as per Price Offer**” and would mean and shall include:
3. All charges such as Workmen's Compensation and Common Law liabilities payable by the Contractor towards injury, death etc. caused to labour, supervisory staff etc. employed by the Contractor and all other charges such as incidental charges, conveyance , license fee, night, Sunday, holiday charges, all surcharges. No other extra charges whatsoever shall be payable in addition.
- 5 The tenderers are required to quote BASE RATES as mentioned in part-II (price offer). All base rates will be treated as firm for entire period of the contract arrangement and extension, if opted by the Corporation. No enhancement in rates will be allowed for any reason whatsoever except statutory dues, during the contract period/ extension period, if opted.
6. The Contractor shall keep proper documentary records of work carried out and the rates shall be inclusive of the cost of preparing the same, including required stationary. The Contractor shall submit necessary information/statement to SCI Officials as may be requested from time to time.
7. 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 Bidders.
8. The bidders 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.
9. The bidders are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or 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 initialed by the person signing the tender form, failing which rates for such items will not be considered.
10. The rates quoted by the contractor as per Price Offer, Tender Form Part-II shall remain firm during tenure of the contract / extended period of contract and **NO ESCALATIONS** whatsoever shall either be claimed or considered during the currency of the contract and its extension period.
  11. The quotations should be on **“ALL INCLUSIVE”** basis **excluding GST** (levied by the Government from time to time) and no other extra charges whatsoever shall be payable as additional. However, in the event, the GST is discontinued/reduced by the Government during the tenure of the contract/extended period the benefit will be passed on to the Corporation.
  12. Ownership of Drawing , Design, Reports :- All reports , notes, drawings , data specifications , Statistics and other documents and data prepared and compiled by the consultant while performing the consultancy services shall be the property of the Corporation and the Corporation have right to use them or reproduce them in connection with the project in the manner it likes and for this no royalty shall be paid .
  13. The Corporation shall have the right to request in writing addition or changes in the scope of services to be performed by the Consultant. If in the consultants opinion any such additions or changes affect the design , completion schedule etc the Corporation shall be advised accordingly .

**14. GOOD AND SERVICE TAX CLAUSE:**

**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 Number.
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**

1. 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 **MUMBAI Maharashtra 27AAACT1524F1ZQ**
  - 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

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**

1. 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.
2. 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.
3. 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).
4. 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**

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

**Other Provision**

1. 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.
2. 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).
3. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

**15 EVALUATION:**

The Contract shall be awarded to ONE successful Bidder.

The Contractor / Consultant shall also undertake following

- 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-conformities 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 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.

**16 DISQUALIFICATION:** The tender is liable to be disqualified if:

- a) Not submitted in accordance with terms and conditions of the Tender.
- b) During validity of the quotation period or its extended period, if any, the bidder increases his quoted prices.
- c) The bidder qualifies the tender with his own conditions.
- d) Received in incomplete form including Part II - Price Offer.
- e) Received after due date and time.
- f) Information submitted in Technical Offer is found to be incorrect or false or inconsistent at any time during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- g) Successful bidder qualifies the letter of acceptance of the contract with his conditions.
- h) The bidder is found to be in arrears or default with regard to payment of dues to other concerned local Government agencies.
- i) Multiple tenders being submitted by one bidder or if common interests are found in two or more bidders, all the bidders are liable to be disqualified.
- j) While processing the tender documents, if it comes to the knowledge of the Corporation that some of the bidders have formed a cartel resulting in delay / holding up the processing of tender, the bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- k) The bidder does not accept Corporation's Banning Guidelines & Policy.
- l) The bidders 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 FY 2017-18 submitted with the tender.
- m) Canvassing in any form shall lead to disqualification.
- n) not accompanied by Earnest Money Deposit in the form of Demand Draft.

**17 BILLING:**

The contractor shall submit two sets of GST compliant bills, complete in all respects supported by delivery challans verified by the Corporation's authorised officials and accompanied by SAP Purchase Order (P.O.), issued by the concerned users and other relevant documents to the CBRC, Corporation's Head Office at Mumbai.



The tax invoices should invariably contain the requisite particulars including:-

- (i) Name, Address and the Registration Number (under the relevant Tax Laws & Tax Rules) of the supplier (Contractor)
- (ii) Name, Address and the Registration Number (under the relevant Tax laws & Tax Rules) of the CORPORATION.
- (iii) Description, Classification and Value of taxable service/ goods and the amount of applicable tax
- (iv) Description of HSN (Harmonized System of Nomenclature)/ SAC (Service Account Code) for Goods/Services under applicable tax laws.

The Payment shall be made **within 120 days** from the date of receipt of bills, complete in all respects.

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.

**18 RISK PURCHASE CLAUSE:**

If at any time during the currency of the contract it is observed by the Corporation that,

- (i) Supplies/ services are not provided in time or short supplies have not been effected,  
and/or
- (ii) the tenderer's services are found unsatisfactory,  
and/or
- (iii) supplies/ services do not conform to the quality/ specifications indicated in the contract/  
Order,  
and/ or
- (iv) the quality/ utility of the items supplied is found to deteriorate abnormally,

Then in that event the Corporation will be at liberty to obtain the services covered under this contract from alternative source(s) at tenderer(s)'s risk and cost including invoking/ resorting to apply any other Clause of this tender Document.

**19 BANNING POLICY AND GUIDELINES:** The bidder shall submit the tender along with the 'Policy and Guidelines for Removal / Suspension/ Banning of Entities' issued along with the tender document, duly signed on all the pages. The signed Banning Policy and Guidelines should be enclosed with the technical offer of the bid only. Bids received without the signed Banning Policy and Guidelines, shall be rejected.

**20 PENALTY CLAUSE:** The Corporation has the right to take the following actions against the Successful bidder, without prejudice to any of its rights, including the right to claim damages, if in case:

**20.1 Involved in wrongful billing:**

- (i) A warning letter to be issued for first contravention and the excess amount billed to be recovered.
- (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. Further, the Corporation reserves the right to initiate action against the Successful bidder as per banning policy and guidelines of the Corporation.

**20.2 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. Further Consultant shall be liable to pay liquidated damages of **Rs 500/-** towards not attending site visit as per scope of work for each instance .
- (ii) For the second contravention, a monetary penalty of minimum **Rs. 25,000/-** (Rupees Twenty Five Thousand only) or 5% of the value of items ordered but not supplied, whichever is higher shall be imposed. This amount 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 and/or security deposit and 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** The contractor shall not assign the contract to any other persons nor shall they subcontract the same. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or subcontracting in addition to the right of terminating the contract without notice.

**22 Delay & Extension:**

- (i) Request for extension of time shall be made by the Consultant in writing within seven days of the happening of this event causing delay. The Consultant may also indicate on practical experience the period for which extension is required .
- (ii) In any case the employer may give fair & reasonable extension of time for completion of individual items or groups of items of works for which separate period of completion are specified in the contract as a whole but it shall be the sole discretion of the Corporation to grant or refuse such extension.
- (iii) The decision of the Corporation in regards to extension of time shall be communicated within reasonable time but it is agreed that no monetary allowance shall be made to the consultant for such delays and the consultant agree not to make and hereby waive to make any claims for damages for reason of such delays .
- (iv) If the work is delayed by Force majeure or any other cause which in the absolute discretion of Corporation beyond the control of consultant , the consultant shall immediately upon the happening of such event contributing to delays , give notice thereof in writing to the Corporation but shall nevertheless use constantly their best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the employer to proceed with the work.

**23 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) The Corporation reserves the right to terminate or postpone the works for good & sufficient cause (including no-start of work as per Corporations priority) and in any case shall give 30 days prior notice in writing to the PMC.
- (ii) The PMC shall be entitled to receive fees due to them for services performed under this agreement till the time of the notice of termination given by Corporation and Consultant shall give all the data ,compiled report, drawings etc ( soft & hard copy) prepared by them till that date before the final dues are paid to the Consultant . Even after termination of the Contract, the Consultant shall continue to cooperate with the Corporation to such a reasonable extent as may be necessary to clarify or explain any reports or recommendations made by them.

- (iii) 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
- (iv) Tenderer commits any breach of the terms of this contract/ tender document
- (v) 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.
- (vi) The tenderer 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 for the next one contract period.
- (vii) 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 be the sole judge has the right to forthwith terminate the contract.
- (viii) The contract shall stand suspended/ terminated, partially or wholly as a result of Government of India Policy/ Directive to diversify the operations through Government of India's agencies in which case no claims for any loss of business shall arise or made against the Corporation.
- (ix) If during the currency of the contract, the quality of items supplied by the tenderer is found to be unsatisfactory or their services are not found upto the mark, the Corporation shall have the right to terminate the contract without assigning any reason.
- (x) If the information furnished in the Technical Offer is found to be incorrect,

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

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

**24** It is clearly understood by the bidder that if a charge sheet is filed by any competent authority of the Government against the bidder, the bidder 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 services made after the date of the filing of the charge sheet.

**25** 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.

**26 EXIT CLAUSE:** The Corporation at its sole discretion can terminate the contract without assigning any reason whatsoever by giving 30 days notice to the contractor.

**27 TENDER DOWNLOADED FROM WEBSITE:**

- a) Tender documents downloaded from <https://shipindia.com> or from <http://www.eprocure.gov.in> shall be downloaded and submitted in toto repeat in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the bidder 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 bidder will be debarred from participating in future tenders of the Corporation.

- b) The bidder are required to submit Demand Draft drawn in favour of **“The Shipping Corporation of India Ltd.,” Mumbai** for a sum of Rs. 1770.00 (Rs.1500/-+ 18% GST) (Rupees Seventeen Hundred and seventy rupees only) towards tender fee.

**28 EARNEST MONEY DEPOSIT (EMD):** No tender would be considered unless accompanied by A/c Payee Demand Draft in favour of **“The Shipping Corporation of India Ltd.”**, as Earnest Money Deposit. Exemptions from EMD can be granted to Registered Small Scale Industries who can produce a certificate of exemption from NSIC/other recognized governing bodies as per Government regulations prevailing from time to time.

**Earnest Money Deposit (EMD) Amount: Rs.12,000.- (Rupees Twelve Thousand Only)**

This amount will be refunded to unsuccessful bidders 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 is liable to be forfeited if:

- a) the bidder withdraws his offer after submission and during the course of tender processing.  
b) the bidder seeks amendment of tender terms, which are not acceptable to the corporation, or the price offer submitted.  
c) the bidder fails to submit Security Deposit and / or Performance Guarantee on award of the contract.

The decision of the Corporation on this issue will be final and binding on the bidder.

**29 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE.**

29.1 The successful bidder will have to deposit a Security Deposit which will be equivalent to **5% of the value of the contract** or Rs. 10,00,000/-(Rupees Ten Lakh 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 which should be valid for the full period of the contract including the extension period plus three months towards satisfactory performance of the contract.

29.2 In case of termination of the contract for any reason the Security Deposit **and / or Performance Guarantee** shall stand forfeited, either **wholly or partly and the bidder(s) shall have no claim whatsoever against the** Corporation in consequence of such termination of the contract.

29.4 In the event the bidder(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.

29.5 No interest shall be payable on the Security Deposit and Performance Guarantee.

29.6 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 services from alternate source against risk purchase clause.

29.7 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.

29.8 If the Corporation has terminated the contract 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 the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

**30 Defect Liability Period & Retention Money:-**

Defect liability period is 1 year from the date of completion of structural repair work. **Retention of 5% of the final invoice value** will be kept as **retention amount** which will be refunded after the completion of the defect liability period provided there are no defects in the works executed.

**31 VALIDITY:**

31.1 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 Bidder 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 contract finalisation.

31.2 During the validity of the quotation, in case the party increases its Price Offer, the tender would be liable to be rejected. In case the bidder withdraws his offer during the validity of the quotation or extension granted by him on the validity and/or his failure to accept the contract if awarded, the Earnest Money shall stand forfeited.

**32 SECURITY CLAUSE:** While evaluating tenders regard would be paid to national defence and security consideration.

**33** 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 in its regard shall be final and binding.

**34 LABOR CLAUSE:** The bidder(s) alone shall be liable to pay the wages and all other payments as may be due to their employees / men / workers engaged by the bidder(s) to deliver the services as per contract. The bidder/s shall also indemnify the Corporation for any claims arising out death / injury or whatsoever, made by such employees / men / workers engaged by the bidder(s).

**35 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,
- i. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- ii. Admissions made by the other party in the course of the OEC proceedings;
- iii. Proposals made by the OEC;
- iv. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- i) 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.
- j) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- k) 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.
- l) 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.

**36 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

**37 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, shall first be an attempt to mutually settle the same amicably. If however, the said settlement being not possible, even through conciliation, 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.

- 38 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.
- 

For the selected party, this tender document along with the issued work order / Letter of Award shall together constitute the contract document. The contractor is required to pay applicable stamp duty under Bombay Stamp Act towards this contract at its own cost and submit corresponding stamp papers/franked document to SCI before commencement of contract. In case any under assessment/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 one hundred rupees for every rupees 1,00,000 or part thereof, above rupees ten lakh, subject to the maximum of rupees five lakh.

**39 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.

**40 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.



**41 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, shall then stand 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.

**42 TENDERER TO INFORM HIMSELF FULLY**

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.

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**43 Limitation of Liability:-**

Notwithstanding any other provisions, except only in cases of wilful misconduct and /or criminal acts,

- a. Neither the tenderer nor the Corporation shall be liable to the other, whether in Contract, tort, or otherwise for any inconsequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the tenderer to pay liquidated damages to the Corporation.

**44 DEFINITIONS:**

a) The term "**Corporation**" or "**SCI**" wherever used shall mean "**The Shipping Corporation of India Ltd.**".

b) The term "**Bidder**" 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.

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**45 DECLARATION:** We the undersigned have perused the above mentioned Terms and Conditions and we agree to abide by them in case the contract is awarded to us.

We further state that we have quoted rates in Part-II of this tender keeping in mind the above mentioned terms and conditions.

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**(Signature of the Bidder  
with Rubber Stamp of the Firm)**

**Place:**

**Date :**



**THE SHIPPING CORPORATION OF INDIA LTD.**  
 (A Government of India Enterprise)  
 (P & A Division)  
 (Maintenance & Services Department)  
 Civil Engineering section  
 "Shipping House" 18th floor, 245, Madame Cama Road,  
 Nariman Point, Mumbai-400021.

**Sub: Appointment of Project Management Consultant (PMC) for Structural Repair Work at Shipping House, Mumbai.**

(Due date : 12.06.2019 by 1700 Hrs.)

**TECHNICAL BID : PART - I (B)**

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**FORM OF PARTICULARS**

Sr. No.	Description.	
1	(a) Full name of the Company / Firm and address including Telephone Nos. (office & mobile) / Fax Nos. / E-mail address  (Proof of address in the form of latest Electricity Bill / Water bill Receipt / Municipality Tax Receipt/ property document/agreement copy of leased etc in the name of proprietor /firm-- <i>any two of the afore said document to be attached</i> )	
	(b) If belonging to a Business Group of companies, name of the Group	
2	(a) Whether bidder is a Public Limited Company / Private Limited / Proprietorship Firm / Partnership Firm?	
	(b) The names of Partners in respect of Partnership Firm or names of Directors in case of Private Limited / Public Limited Co.  (A copy of the Partnership Deed / Proprietorship Deed or  Article and Memorandum of Association, whichever applicable to be attached).	
	(c) Whether the company has changed its name during the last five years.  If yes, please state your previous company's name.	
	(d) Name/s of other Firm/s Company/ies in which you have share - holding.  If the answer is in affirmative,  please declare the full particulars of the firm/s and / or Company/ies such as percentage share - holding, type of business and address	

	(e)	Registration with MCGM approved structural engineers certificate ( give documentary evidence) and details of other registration/empanelment with government agencies /PWD/Other PSUs	
3		Tendering firm's experience : (Attach copies of Work Order )	
		Attach copies of Work Completion Certificate	
		Job of similar nature with central Government / central autonomous body/central Public sector undertakings, reputed private firms.	
4	(a)	Your A/c details, Banker's Name and address:- (enclose a copy of cancelled cheque)	Account No.: _____ MICR Code: _____ IFSC Code: _____
	(b)	Bidder's Audited Annual Accounts i.e. Balance Sheet, Profit and Loss Account and Auditor's Report for the last three consecutive years, duly certified ( To be attached ). If required, the financial documents of the bidders Parent / Associate Company may also be called for.	
5		Permanent A/c No. (PAN) (Attach Photo Copy)	
6		Goods & Service Tax (GST) Registration No. (Attach Photo Copy)	
7		Tender Document fees of <b>Rs. 1770.00/-</b> (Indicate DD No. & date).	
8		<b>EMD for Rs.12,000/-</b> (Indicate DD no & Date) or bank Guarantee from nationalized bank.	
9		Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for competing in any organization at any time? If so, give details.	
10	(a)	Whether the bidder employs in any capacity administrative or advisory, ex-officer of the Corporation, who has retired from the Company as DGM or higher level in preceding two years as on the bid closing date	

	(b)	If the answer to (a) is 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.	
	(c)	Also the role and responsibilities of that officer (mentioned in 10 (a), (b) above) especially with regard to this contract .	
11		Whether your firm has been disqualified by the Corporation at any time in the past for any other contract, if yes, state reason.	
12		Was the applicant ever required to suspend the project for a period of more than six months continuously after Commencement of planning? If so, give the name of the project and reasons of suspension of project.	
13		Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	
14		Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
15		Any other information considered Necessary but not included above.	

**We confirm that we have answered all the above points and attached the documentary evidence, wherever required. A separate sheet has been attached in respect of points where the space provided is inadequate.**

**Signature:  
Name & Designation of Signatory:**

**Corporate Seal:  
Place:  
Date:**



THE SHIPPING CORPORATION OF INDIA LTD.  
(A Government of India Enterprise)  
(P & A Division)  
(Maintenance & Services Department)  
Civil Engineering section  
"Shipping House" 18th floor, 245, Madame Cama Road,  
Nariman Point, Mumbai-400021.

**Sub:Appointment of Structural consultant / Project Management Consultant (PMC)  
for Structural Repair and Allied works At "Shipping House" Mumbai**

(Due date : 12.06.2019 by 1700 Hrs.)

**ESSENTIAL & TECHNICAL BID : PART - I (C)**

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**TECHNICAL TERMS AND CONDITIONS**

**1.0 Brief on "Shipping House" Building :**

The "Shipping House" Building (consisting of Basement, Ground + 19 upper floors) was constructed in 1975 .The building is located at Nariman Point near Mantralaya. The building was structurally repaired and painted in 1996-98.The total carpet area of Building is 13171 Sqm. Structural audit of the building " Shipping House" was conducted by IIT Mumbai in 2014. This report will be made available to consultant for their study if required.

**2.0 Scope of Works to be carried out by PMC.**

**STAGE A:**

1. Conduct Visual inspection of building including Basement, all floors, internal, external and common areas using light tapping hammer, marking visual defects, preparing distress mapping plan.
2. To conduct structural Audit of Building for assessment of present structural condition.
3. Assessment of damages of RCC members through NDT (Non-Destructive Testing- digital rebound hammer test, Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical analysis test, cover meter test etc.) wherever required. Finding the probable causes of damages by seepage, leakages, aging, physical damages and status of external/ internal plumbing installations etc.
4. Identify most critical affected members, areas & Preparation of detailed report. Proposal on repair methodology by making phases of repair works. Suggesting/ phasing out priority wise repair for critically damaged members only.
5. Preparation of detailed estimate for critically damaged members/area for proposed structural repairs/ restoration, rectification work of specialized nature and for increasing further life of building with BOQ (Bill of Quantities) as recommended in reference to CPWD Manual for Structural repair work. The PMC shall be required to design for works like Anticorrosive treatment , concrete penetration hi-tech corrosion inhibition mechanism especially for Basement structure , polymer mortar, providing & fixing glass reinforcement with epoxy matrix, providing high performance Anti carbonation protective coating , Replenishment /making up of lost area of reinforcement, design RMC.

Time period for STAGE A : 4 weeks from date of award of Contract

**STAGE B**

1. Obtaining necessary permission from Municipal or Statutory Authority etc. Wherever required.
2. Preparation of two bid open tender documents, statutory & working drawings etc. for proposed structural repairs/ restoration, rectification work and assisting The SCI Ltd in respect of publishing of notice, inviting Tender from the experienced reputed contractors.
3. Tender shall be floated by SCI & evaluation shall be carried out by PMC. . PMC shall assist in scrutiny of tenders & prepare comparative statement as per tender criteria's, negotiation etc.
4. PMC shall submit the report to SCI for necessary approval as per SCI procedure.
5. Assistance for Execution of repairs / renovation works through successful tenderer under PMC supervision, including main structure and all other connected services.
6. Preparation of Project planning, Bar-chart, progress report, alternate arrangement for support system, safety etc
7. Following scope shall be followed by PMC during repair works.
  - i. Prepare PERT/CPM Bar chart incorporating all activities for execution of work in the Building by planning shifting / vacating of occupied spaces for execution of work.
  - ii. Conduct regular checking & making site noting book / Hindernace register Quality checking and Quality control/ assurance with reports, Certification for Quality compliance of work
  - iii. Rejection/evaluation of inferior work.
  - iv. Joint measurement with contractor & SCI engineer, Quality check and certification of bills. Extra items justifications if any and reasonableness of its rates with rate analysis based on current market rates. Consultant shall be fully responsible for all the measurement certified by them. All the billing of contractor shall be based on actual measurement of items.
  - v. Correspondence and reporting.
  - vi. Routine meeting with SCI Officers and contractor.
8. Issue Certification of bills for payment as well as extra items & its rates justifications.
9. Selection of samples of materials to be incorporated in the work in consultation with engineer in-charge.
10. To issue Stability certificate after completion of work, submitting same to MCGM as per procedure.
11. Preparation of final report on the restoration work executed/completed.

**3.0 Pre-Qualification Criteria :-**

- g) The Applicant with an average annual turnover of more than **Rs. 3.6 Lakhs** during last three years ending 31st March 2019. Turnover means PMC fee received during the year. (The year means F.Y. from 1st April to 31st March)
- h) Applicant must have provided "**PMC Services**" to any Govt. / Semi Govt. organization / Public Sector /Reputed large Private corporate during last **Seven years** for,
  - (iii) One structural repair work to high rise building costing not less than 1.6 crores.

**OR**

  - (ii) Two structural repair work to high rise building costing not less than 1 crores each;

**OR**

  - (iv) Three structural repair work to high rise building costing not less than 0.8 crores each

In the above,

"**PMC fee**" means having the scope of work similar to scope of this project.  
High rise building means building having more than 13 floors.



Structural repair work should include jobs of polymer repair, micro concrete, fibre wrapping & jacketing etc.

- i) The Bidder firm should have positive net worth for immediate past one year.
- j) The bidder (proprietor/partnership/LLP) must have valid structural License from MCGM having 10 years experience and should be an empanelled structural consultant of MCGM.
- k) The bidder must have fully functional office in Mumbai Metropolitan Region (MMR).
- l) The party must ensure & exhibit complete compliance with 'check list for documents to be essentially furnished with technical bid for technical qualification', as given at Page No. 27 of this tender document.

The change of company / Firm name or Change in name of Company / Firm cannot claim merely by means of affidavit, work done under previous company /firm as the works done by them( new/changed company /firm) unless approved by the Appropriate Statutory Authority.

Documents in support of above Primary Eligibility Criteria should be enclosed.

Bidder those who are meeting all the above criteria may apply.

#### **4.0 SCHEDULE OF PAYMENT**

**The PMC firm shall be paid PMC fee in following stages. The details of the stages are as mentioned in scope of work. PMC shall submit the Documents / Bills in duplicate to SCI.**

<b>Stage</b>	<b>Scope</b>	<b>Payment</b>
Stage A	Scope as per stage A	Lump sum fees as quoted in price bid for stage A.
Stage B		
I	Prepare Tender document & appointment of contractor.	15% of total fees payable to PMC on project cost. (Project cost means - Contract value awarded to Contractor)
II	During Repair works:- Based on certified RA bills of Contractor (Minimum value of contractor bill is Rs 15 lakhs.)	Payment=(Certified RA bill X Percentage rate quoted by PMC)- Payment at Stage B-I.
III	On completion of 100% of the work & Defect liability period of contractors work.	Final payment= Max 95 % of the total fee payable on final project cost. 5% fees shall be retained upto defect liability period (Final Project cost means –Final bill value of contractor)

- Total fees payable= Project cost X Percentage rate quoted by PMC.
- Balance 5% will be paid after completion of one year from the date of submission of stability certificate
- No deductions shall be made from the fee of the consultant on account of penalty, liquidated damages recovered from contractor.

#### **5.0 CORPORATION ROLE AND RESPONSIBILITIES:**

The client shall discharge all his obligations connected with the project and engagement of the Consultant as follows:

- a. To provide detailed requirements of the project.
- b. To provide all Documents pertaining to the Scope of work, Authority Letter , available Documents /Papers related to Project ( if any), property lease/ownership documents etc.
- c. To pay all the fees, levies, deposits and expenses in respect of statutory payments.
- d. To honor Consultant's bills **within 120 days** of its submission to CBRC.
- e. Bidder shall note that 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.
- f. Income tax deduction at source shall be applicable as per I.T Act.

**6.0 Confidentiality:-** The consultants shall not disclose any proprietary or confidential information relating to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

**7.0** PMC should be responsible for all service providers from multiple agencies, if required.

**8.0 General Responsibility of PMC:**

- i) The consultant shall provide all the required technical information & clarification required by the employer / Corporation. The consultancy services as indicated herein shall be completed in all respect .During the term of engagement , the consultant shall devote sufficient time and attention to the performance of the consultancy services and shall act with due diligence and efficiency and in accordance with the terms of contract .
- ii) Discussion with Corporation Personal/EIC: The consultant shall make them self available at reasonable notice to be present for discussion with the Corporation. The Consultant shall also provide assistance, advice and information to the employer as may be required.
- iii) The Consultant is liable for the consequences of error and omission arising from gross negligence on their part or on the part of their employees to the extent and with the limitation referred to hereunder :
- iv) The consultant shall be responsible for the correctness and accuracy of the Data , planning , design, drawing , the specifications , bills of quantity and documents furnished by the Consultant . If any inadequacy is observed in the work performed by the consultant , the consultant shall at their initiative and at no extra cost to the Corporation take all steps necessary to rectify / remedy the said defects or inadequacy .The consultants shall incorporate all the modifications or changes as desired by the Corporation in the drawing , plan , reports etc .
- v) The consultant shall prepare & submit to Corporation periodical fortnightly progress report and status of works being performed by them. Such submission of reports and review thereof by the Corporation shall not be deemed to absolve the responsibility of consultant for timely completion of the assignment.
- vi) ***Consultant shall depute full time site Engineer who shall have degree in Civil engineering & minimum site experience of 5 years to guide the contractor for proper execution of the works as per specifications of the work.***
- vii) The PMC shall be responsible of overall quality and speed of work .This work will be monitored by CTE of CVC and has to be done in accordance with the rules of CVC from time to time . A site Hindrance book shall be maintained by the Consultant which shall be counter signed by Corporation EIC for each incidences .

**Form A**  
**Applicant's Experience**

(Details of major works (**maximum ten**) executed during the last seven years **that may support Primary Eligibility Criteria & Evaluation criteria**)

Sl. No.	Name of work	Client Details	Role in participation:	Description Of actual services provided	Project Cost INR	Time for Complete

Name of Company/ Firm:

**Note:**

- The list of works is to be compiled as per the format above.
- Copy of supporting documents (in the form of certificate from client/ agreements/ appointment orders/ contract/ certification provided by Project owners) should be enclosed.

**Form -B  
FINANCIAL CAPABILITIES**

**(Rs. In lakhs)**

Financial Year	Financial turnover of the firm
2015-16	
2016-17	
2017-18	
Average Annual Turnover over in past three years	

**Audited balance sheet/ IT return to be submitted in support of above turnover**

**Stamp & Signature**

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

1. Tender Cost of Rs. 1770/- : DD/PO No. \_\_\_\_\_  
by way of Demand Draft/Pay Order/ Date : \_\_\_\_\_  
(DD/PO to be attached) Drawn on \_\_\_\_\_
2. Earnest Money Deposit of Rs. 12000/- : DD/PO. \_\_\_\_\_  
by way of Demand Draft/Pay Order Date: \_\_\_\_\_  
(DD/PO to be attached) Drawn on \_\_\_\_\_
3. Applicant's Experience as per form A. : Yes/No?
4. All the pages of this tender document duly signed, implying : Yes/No?  
Acceptance of all the terms & conditions described through its length.
5. "Form of Particulars" of Bidder duly filled. : Yes/No?
6. Copy of Income Tax PAN : Yes/No?
7. Copy of Goods Service Tax (GST) Registration : Yes/No?
8. Whether your firm has attached audited copies of : Yes/No?  
P & L A/c, Balance Sheet, IT returns for the last 3 FYs? **(Form B)**
9. Copy of Registration / License of firm under Shop & Establishment : Yes/No?  
Act/Municipal Corporation to establish party is based out of / having  
fully functional office setup in Mumbai and also proof of other mandatory documents as  
proof of address.

**ANNEXURE - II**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY**

**(To be executed on non judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)**

Know all men by these presents, we ..... do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address..... who is presently employed with us and holding the position of ..... As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Tender for **Appointment of Structural consultant / Project Management Consultant (PMC) for Structural Repair works At "Shipping House" Mumbai** . including signing and submission of all documents and providing information/ response to Client, representing us in all matters, dealing with Client in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid shall and shall always be deemed to have been done by us.

Dated this the.....day of .....20...

(Signature of authorized Signatory)

.....  
(Signature and Name in Block letters of Signatory)  
Seal of Company

Witness

Witness1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

**\*Notes: →The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter document(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.**

ANNEXURE-III

**The Shipping Corporation of India Ltd.**

**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:-

i. 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.

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

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

b. If the Management is common,

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

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

a. 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.

b. 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.

iv. '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".

v. 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**



**THE SHIPPING CORPORATION OF INDIA LTD.**

(A Government of India Enterprise)

(P & A Division)

(Maintenance & Services Department)

Civil Engineering section

“Shipping House” 18th floor, 245, Madame Cama Road,  
Nariman Point, Mumbai-400021.

**Subject: - Appointment of Structural consultant / Project Management Consultant (PMC) for Structural Repair works At “Shipping House” Mumbai.**

(Due Date: - 12.06.2019 by 1700 Hrs.)

**PART – II : PRICE BID**

Sr. no.	Description/ Particulars	SAC code	Approx. Quantity (A)	Unit of measurement (B)	Rate (Rs.) (C)	Amount (Rs) (D=AXC)
1	Professional charges for providing Structural consultancy services for Structural audit works At “Shipping House” Mumbai as per the scope of work <b>Stage A</b> , tender terms and condition (Excluding statutory Govt. payments & Taxes)	998299	1	Lump Sum		
2	Professional charges for providing Structural consultancy / Project Management Consultancy (PMC) services for Structural Repair works At “Shipping House” Mumbai as per the scope of work <b>Stage B</b> , tender terms and condition (Excluding statutory Govt. payments & Taxes)	998299	2 Crores	Percentage (%)		
<b>Grand Total</b>						
<b>Goods &amp; Service Tax .....%</b>						

**NOTE:**

1. Tenderers are strictly requested to quote for all the items mentioned in the RATE SCHEDULE above.
2. The rates should be quoted excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.
3. It may be noted that the Total Rate and Grand Total will be subject to verification by SCI.
4. Grand Total will be used to decide the order of competitiveness.

We confirm above quoted rate are in accordance with the Terms & Conditions of the Tender.

**Name & Designation of Signatory:**

**Place:-**

**Date:-**