

# THE SHIPPING CORPORATION OF INDIA LTD.

(A Government of India Enterprise)

## MARITIME TRAINING INSTITUTE,

52-C, Adi Shankaracharya Marg,

Powai, Mumbai-400 072.

### NOTICE INVITING TENDER

<b>Tender No. :</b> P&A/MTI/CE/18-19/02	<b>Date:</b> 07.02.2019.
<b>Tender cost:</b> Rs. 1,180/- (Rs. 1000+18% GST -Non-refundable)	<b>EMD:</b> Rs. 8,000/-
<b>Due date and time:</b> 28.02.2019.2018 by 1700 Hrs.	Pre-Bid Meeting: - 20.02.2019.2019 at 1500 hrs.

**Subject :- Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai.**

The Shipping Corporation Of India Ltd invites sealed tender from reputed firms having experience in providing architectural and PMC services includes preparation of drawings, getting statutory approvals from BMC, preparation of estimates, preparation of tender document, monitoring construction activities in respect to quality, safety, schedule & cost, billing etc complete.

The Bidder having relevant experience of handling works of similar nature during last 7 years are called to participate. Bidder must be registered with the Council of Architecture (COA) and must have fully functional office in Mumbai Metropolitan Region (MMR). 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.tenders.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.1180/- 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 Tenderer and if found out (be it at any stage of the tender processing and even afterward of the 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.
- 3.0 Tender quotations should be strictly on the basis of "ALL INCLUSIVE RATES" in respect of items indicated in the tender form. The taxes must be quoted separately as per the format in the Price Bid. In case no taxes are applicable NIL should be indicated.
- 4.0 The Tenders in the enclosed form should be, duly completed and signed on each page completed in all respects should be dropped in the tender box placed office of **Principal (MTI)** in a sealed envelope superscribed "Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai." so as to reach this office by 1700 hrs on or before 28.02.2019.2018. 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 ;

**Principal (MTI)**

1st floor, "Sagar Gyan",  
The Shipping Corporation of India Ltd.  
Maritime Training Institute  
52-C, Adi Shankaracharya Marg  
Near Powai Lake, Powai , Mumbai 400 072 .,

**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.**

**5.0 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 ) : TECHNICAL TERMS & CONDITION, FORMS A & B, Check List, Annexure I, Annexure II, Annexure III.
- b) Part-II : Price Offer.
- 6.0 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 **Principal (MTI)** in a sealed envelope so as to reach this office by 1700 hrs on or before 28.02.2019.2018. 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 Construction of Swimming Pool At Maritime Training Institute (MTI), Powai.**" due date **28.02.2019.2018** by **1700Hrs.**

**7.0 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 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" , annexures, forms should be properly filled and all documents of the Technical Offer - Part I, must be enclosed with the tender.

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. No revised offer shall be entertained. No conditional quotations will be accepted.

- 8.0 Micro, Small & Medium Enterprises (MSMEs) 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.

**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. 8,000/-** (Rupees Eight 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.

(EMD should reach the office (MTI) of Principal Secretariat before due date & Time. 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 A pre-bid meeting has been arranged on 20.02.2019.2018, 1500 hrs at “MTI, Powai” Mumbai. The Corporation however, reserves the right to accept/reject suggestion(s), if any received in the meeting.
- 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

**Encl.:**

- a) Part-I (Technical Offer) includes  
Part-I ( A ) : GENERAL TERMS AND CONDITIONS.  
Part-I ( B ) : FORM OF PARTICULARS  
Part-I ( C ) : TECHNICAL TERMS & CONDITION, FORMS A & B, Check List, Annexure I, Annexure II , Annexure III.  
b) Part-II : Price Offer



## **THE SHIPPING CORPORATION OF INDIA LTD.**

(A Government of India Enterprise)

### **MARITIME TRAINING INSTITUTE**

ADMINISTRATION DEPARTMENT

**Sub: Appointment of Project Management Consultant (PMC) for Construction of Swimming**

**Pool At Maritime Training Institute (MTI), Powai.**

(Due date :28.02.2019 by 1700 Hrs.)

#### **TECHNICAL BID : PART – I (A)**

#### **GENERAL TERMS AND CONDITIONS**

1. The tender should be submitted in a sealed envelope addressed as under, so as to reach us not later than 28.02.2019.2019. by 1700 hrs.

#### **Principal (MTI)**

1st floor, "Sagar Gyan",  
The Shipping Corporation of India Ltd.  
Maritime Training Institute  
52-C, Adi Shankaracharya Marg  
Near Powai Lake, Powai , Mumbai 400 072 .

The cover should be superscribed as "**Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai**" Due date :- **28.02.2019.2019** by 1700 Hrs. The date of opening Tenders shall be informed to all the tenderers. The authorised representative of the tenderers shall be permitted to be present at the time of Opening of Tenders.

2. **SEALED TENDER SUBMISSION**

The Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of **Principal (MTI)** 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.

3. **LANGUAGE OF TENDER :**

Tender shall be submitted in the prescribed form in English. All literature and correspondence in connection with the Contract shall be **in English**.

4. **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:

- 4.1 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 toll, octroi, license fee, night, Sunday, holiday charges, all surcharges. No other extra charges whatsoever shall be payable in addition.
- 4.2 All Rates must be quoted as per the Price Offer format Part-II.

**Further, the component of GST should be clearly mentioned by the bidder in the Price Offer.**

- 4.3 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 SCT Officials as may be requested from time to time.

## The S.C.I. Ltd.

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- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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. If the GST is increased by the Government during the tenure of the contract/extended period, the benefit will be passed on to the Contractor from the effective date of increase of GST, subject to the submission of documentary evidence for claiming such benefits.
- 4.8 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. Rates quoted should be inclusive of all taxes excluding GST.
- 4.9 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.

**Further, the component of GST should be clearly mentioned by the bidder wherever applicable.**

5. The Corporation, at its discretion, may extend the due date for submission of bids but bidder's first submission of tender shall be the final proposal. Bidder 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.
6. **EVALUATION:**
  - 6.1 Once a tender is accepted on technical grounds, then the selection among such technically qualified bidders 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.
  - 6.2 GST% quoted by the bidder shall be considered for financial evaluation an establishment of party position. However, if the quoted GST% varies from the actual applicable GST% then in such cases at the time of award of contract or its execution thereafter, following shall apply:
    - i) **If quoted GST% is lower than the actual applicable GST%** - The actual applicable GST% will be paid, however, the basic price shall be adjusted to the extent of increase in GST% (i.e. the quoted Basic Price shall be lowered to the extent of differential GST% such that final **"all inclusive supply Rate"** with revised GST shall remain same as per the original "All inclusive supply Rate" basis quoted rates.)
    - ii) **If quoted GST% is higher than the actual applicable GST%** - Actual GST shall be paid. There shall be no change in quoted basic price.
  - 6.3 The Contract shall be awarded to ONE successful Bidder.
  - 6.4 Negotiations may also be carried out with L-1 party.
  - 6.5 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.
  - 6.6 Bidders may please note that evaluation of the tenders shall necessarily take into account:
    - a) experience and performance on similar **or any other contracts** during past 7 (Seven) years,
    - b) financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last three years (should have positive net worth during last FY 2017-18).
    - c) if they had committed breach of contract etc.

It would be Corporation's sole discretion whether to consider such bidders for award of the contract.

7. **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 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 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.

**8. BILLING:**

- a) **The Contractor shall submit their original invoice, complete in all respect, (in duplicate) to the Principal Secretariat at MTI Powai, Mumbai or address as directed in future.**
- b) All bills under the subject contract should be submitted in duplicate with delivery challan / receipts for the collected /delivered issued by concerned department / officers, within 10 days of the completion of the relevant month / period for settlement.
- c) Contractor will submit its invoices, prepared in accordance with GST rules, containing the service provider's IT PAN Number, GST Registration Number, description and classification of taxable service.
- d) Bill if found not completed in all respect will not be accepted.
- e) Payment of bills will be made after due scrutiny and checking by the Department within **120 days** from the date of submission of bills, complete in all respects.
- f) The payment of bills will be made through NEFT/RTGS or any other electronic mode of payment. Corporation will make the best efforts to pay within **120 days** from date of submission of bills (if found error-free) in respective Dept., unless otherwise provided for in this contract.
- g) 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.

**9. RISK PURCHASE CLAUSE:** If at any time during the currency of the contract it is observed by the Corporation that,

- a) supplies/services are not arranged/provided in time or short supplies have been effected, and / or
- b) the contractor's services are found unsatisfactory, and / or
- c) supplies do not conform to the quality / specifications indicated in the contract / Purchase order and / or
- d) 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 / material covered under this contract from alternative source (s) at bidder (s)'s risk and cost including invoking / resorting to apply any other clause of this tender document.

- 10. **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 (Part-I (D)), 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.

- 11. **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:

**11.1 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.

**11.2 Not supplying goods/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 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.

12. 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.

13. **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:

- a) If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the contractor, company is ordered to be wound up by a Competent Court.
- b) bidder commits any breach of the terms of this contract or any other contract with the Corporation.
- c) If any charge sheet is filed by a competent authority of the Government against the bidder or company, or the bidder is convicted by a criminal court on grounds of moral turpitude.
- d) The bidder is involved in wrongful billing. In addition wrongful billing shall also result in the bidder being debarred from participating in any SCI tender for the next three years.
- e) In the event unsatisfactory service or failure on the part of the bidder, 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, Corporation has the right to forthwith terminate the contract.
- f) Information submitted in Technical Offer found false during the period of the contract including extension period or any alteration made in tender document found during the period of the contract including extension period.

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

14. 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 supplies made after the date of the filing of the charge sheet.

15. 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.

16. **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.

**17. TENDER DOWNLOADED FROM WEBSITE:**

- a) Tender documents downloaded from <https://shipindia.com> or from <http://www.tenders.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



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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. 1,180/- (Rs.1,000/-+ 18% GST) (Rupees One Thousand One Hundred & Eighty Only) towards tender fee.
18. **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.8,000.- (Rupees Eight 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.

19. **SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:**
- 19.1 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.
- 19.2 Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful bidder(s) with whom SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- 19.3 In case of termination of the contract for any reason as per Clause No.13 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.
- 19.4 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.
- 19.5 No interest shall be payable on the Security Deposit and Performance Guarantee.
- 19.6 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 purchase made against risk purchase clause.
- 19.7 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.
- 19.8 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.
20. **VALIDITY:**
- 20.1 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.
- 20.2 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.



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

**Registration & GST Rate**

- 21.1 Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
- 21.2 Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration Number.
- 21.3 Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
- 21.4 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**

21.5 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 **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

21.6 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**

21.7 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.

21.8 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.

21.9 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).

21.10 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**

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

**Other Provision**

21.12 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.

21.13 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).

21.14 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.

22. **SECURITY CLAUSE:** While evaluating tenders regard would be paid to national defense and security consideration.
23. 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.
24. **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).
25. **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.

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- 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.
26. **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.
27. **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.
28. **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.
29. 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.
30. **DEFINITIONS:**
- a) The term “**Corporation**” or “**SCI/MTI**” 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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**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.

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

**Place:**

**Date :**

.....



**THE SHIPPING CORPORATION OF INDIA LTD.**

(A Government of India Enterprise)

**MARITIME TRAINING INSTITUTE**

**ADMINISTRATION DEPARTMENT**

**Sub: Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool**

**At Maritime Training Institute (MTI), Powai.**

(Due date :28.02.2019.2019 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)	Date of Establishment & Membership no. Of Council of Architect –COA ( give documentary evidence)	

3		Tendering firm's experience :	
		(Attach copies of Work Order & Work Completion Certificate as per forms.	
		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. 1,180/-</b> (Indicate DD No. & date).	
8		<b>EMD for Rs.8,000 /-</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.	

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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)

### ADMINISTRATION DEPARTMENT

**Sub:Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai.**

(Due date : 28.02.2019.2018 by 1700 Hrs.)

#### TECHNICAL BID : PART - I (C)

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#### TECHNICAL TERMS AND CONDITIONS

##### **1.0 About MTI Powai, Mumbai:**

The SCI lays great emphasis on training and re-training its personnel. To meet the training requirements of fleet and shore personnel who currently number over 8000, the Maritime Training Institute (MTI) was set up in 1987. The official inauguration was on 26th Sept 1988. The SCI was the only shipping company that had set up a training facility on this scale at that time.

With the International Convention on Standards of Training, Certification and Watch keeping for Seafarers, 1978, as amended in 1995 and 2010 coming into force, and the adoption of the ISM Code in 1994, training is not purely knowledge-based but also competence based. MTI is doing its best to impart competence-based training. The MTI has contributed significantly in emergence of our country as an advanced Sea Faring Nation.

The MTI is a branch of the World Maritime University. It is an IMS (Integrated Management System) certified training center. The MTI has contributed significantly in emergence of our country as an advanced Sea Faring Nation. MTI is also affiliated to India Maritime University for offering courses leading to B.sc in Nautical Science.

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

SCI/MTI, Mumbai desires to construct swimming pool in its campus at Powai, as per circular issued by Director General Of Shipping (DGS). The specifications of swimming pool shall be,

- Size :- Length-50 Feet, Width- 30 Feet.
- Depth :- 3 Feet To 12 Feet. with jumping platform.
- The height of the jumping platform should ideally be 2 meters from the water surface.

1.	<b>Schedule of Services</b>
	The PMC shall visit to the site & after taking instructions from the client, render the following services
<b>CONCEPT DESIGN (STAGE-I)</b>	
1.1	Ascertain Client's requirements, examine site constraints and potential: and prepare a design brief for Client's approval
1.2	PMC shall submit conceptual designs, technical details & estimates based on DSR rates / market rates & in consultation with EIC to SCI for Management approval.
<b>PRELIMINARY DESIGN, DRAWINGS &amp; STATUTORY APPROVALS (STAGE-II)</b>	
1.3	Prepare drawings and/or relevant reports, documents for obtaining necessary statutory approvals/clearances e.g. Obtain CC, IOD from Local sanctioning Authorities & submit a copy of same to EIC for office record . Ensure compliance with codes, standards, bye laws and local legislations, as applicable. All statutory payments up to Rs. 10,000/- will be paid by the consultant directly to the respective authority after informing SCI on reimbursement basis & above Rs. 10,000/- will be processed by SCI on getting demand note from the consultant. All the original



	approvals/documents should be handed over to SCI and copies shall be retained by the consultant.
<b>WORKING DRAWINGS &amp; TENDER DOCUMENTS (STAGE-III)</b>	
1.4	Prepare construction drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials and works and other conditions of contract.
<b>APPOINTMENT OF CONTRACTOR(STAGE-IV)</b>	
1.5	SCI to Invite & receive the tenders, consultant will analyze & evaluate the tenders and advise SCI on appointment of contractors.
<b>CONSTRUCTION (STAGE-V)</b>	
1.6	Prepare and issue working drawings and details for proper execution of works during construction.
	Preparation of documents / reports as per CTE/ CVC requirement. Maintaining hindrance register, site progress photographs etc. Maintain joint site-noting book for issuing instructions to Contractor. a copy of same to be submitted to EIC
1.7	Approval for samples of various elements and components ensuring compliance to relevant IS codes and Tender specifications.
1.8	Check and approval shop drawing submitted by the Contractor / vendors.
1.9	Prepare master project schedule & project execution, plan and present to SCI for approval. Identify Critical Path activities using PERT & CPM techniques and establish sign off dates for key activities.. The PMC shall deploy Qualified and Experienced Graduate/post graduate Engineers and Supervisors to monitor the project closely to ensure quality of civil work being carried out at site. The PMC personnel shall submit a <b>bimonthly Progress Report</b> for the project indicating the progress; they shall also be responsible for ensuring compliance of Contract specifications.
1.10	PMC shall invariably schedule Monthly Project review meetings and prepare an agenda to be discussed in the review meeting between PMC, Contractor & SCI. PMC shall update SCI on <b>bimonthly basis</b> via progress reports by e-mails/fax/hardcopy/any other suitable media.
	Establish key project risks, bottlenecks and furnish SCI a report with set plans to remove them.
1.11	Ensure Quality & safety at project site.
1.12	Scrutinize and check applicability of extra items, substituted items, deductions, and reductions etc. which have cost and /or time implications and take prior approval of SCI in authorizing such changes in works.
1.13	Certify and endorse payments of all Bills submitted by the Contractor. The Civil works certification shall be done jointly by Consultant & SCI EIC for which joint measurement shall be taken jointly by Contractor, Consultant with SCI EIC.
<b>POST CONSTRUCTION(STAGE-VI)</b>	
1.14	PMC shall carry out all relevant procedures to obtain necessary Occupancy Certificate from the local authorities.
1.15	Prepare 2 sets of As-Built drawings (hard & Soft) for SCI after incorporating all major and minor deviations from design/drawing during the construction. Handing over of all the important original documents like sanction plans, statutory approvals, as built drawing etc to SCI and keeping one set of each such important drawing with consultant for future reference if required.
1.16	Prepare punch lists prior to final handing over of the site to SCI, and ensure timely completion of all key activities required to obtain OC.
1.17	After handing over of the site to SCI, PMC will be responsible for the resolution of the disputes/ query/ audit/breakdown/objections etc. till the end of the 1 year from the date of handing over of the property.
1.18	Preparing reply as may be required by chief Technical Examiner of central vigilance commission /RTI etc. related to this project in future. No extra payment will be made for such reply.

- **The above mentioned scope is descriptive but not limited to any other necessary PMC services (required as per site condition to complete the project), which is not mentioned in above scope for completing the project.**

**3.0 Pre-Qualification Criteria. :-**

- a) The Applicant with an average annual turnover of more than Rs. **2.5 Lkhs** during last three years ending 31st March 2018. Turnover means Architectural Design, Engineering & 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 Private Sector Companies during last Seven years for,
- (i) Construction of one civil project having Swimming Pool construction costing not less than **1.28 crores**  
**OR**
- (ii) Construction of two Civil project having Swimming Pool construction costing not less than **0.8 crores each**;  
**OR**
- (iii) Construction of three Civil project having Swimming Pool construction costing not less than **0.64 crores each**.

In the above, "**PMC Services**" means having the scope of work similar to scope of this project. Reputed private company's means companies having turn over more than Rs. 1,000 crores.

- C) The bidder (proprietor/partnership/LLP) firm must be a member of the Council of Architect (COA), India with valid membership as per norms of COA. . In case membership expired during the period of works, same should be revalidated with COA and renewed Membership certificate should be submitted immediately. Further the Architect should NOT be included in list of defaulter Architects by COA.
- d) The bidder must have fully functional office in Mumbai Metropolitan Region (MMR).
- e) 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. 26 of this tender document.

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

**4.0 OTHER REQUIREMENTS**

- a) Applicant shall be ineligible to submit a proposal, if it has been barred or blacklisted by any Central and/or State Govt in India.
- b) Applicant should not have, during the last five years, either failed to perform on any agreement, or been expelled/ blacklisted/ debarred from any project or agreement or have any agreement terminated for breach by the Applicant.
- c) THE SCI LTD. reserves the right to reject any or all the applications without assigning any reason or incurring any liability thereof.

**1.0 PROFESSIONAL FEE:**

- a. In consideration of the professional services rendered by the PMC, he shall be paid professional fee and other charges in accordance with the quoted rates.
- b. Any tax levied by law, such as GST etc. contingent to professional services rendered by the Architect shall be paid over and above the gross fees charged by the Architect in relation to the services provided.
- C. No Extra cost will be paid for TA, DA, visiting charges, for extra copies of drawings etc.

**2.0 SCHEDULE OF PAYMENT**

**The PMC firm shall be paid professional 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.**

Stage I	<b>PRELIMINARY DESIGN &amp; GETTING IT APPROVED FROM SCI.</b>	10 % of the total fees payable.
Stage II & Stage III	<b>STATUTORY APPROVALS WORKING DRAWINGS &amp; TENDER DOCUMENTS.</b>	20 % of the total fees payable less payment already made at stages I
Stage IV	<b>APPOINTMENT OF CONTRACTOR</b>	30 % of the total fees payable less payment already made at Stage II & Stage III.
Stage V	<b>CONSTRUCTION</b>	
a	On submitting working drawings and details required for commencement of work at site.	40 % of the total fees payable less payment already made at Stage IV.
b	On completion of 40% of the work.	60 % of the total fees payable less payment already made at Stage V (a).
c	On completion of 80% of the work.	80 % of the total fees payable less payment already made at Stage V (b).
Stage VI	<b>On completion of 100% of the work &amp; POST CONSTRUCTION</b>	95 % of the total fee payable less payment already made at Stage V (c).

- Balance 5% will be paid after completion of one year from the date of obtaining O.C.
- No deductions shall be made from the fee of the Architect on account of penalty, liquidated damages recovered from contractor.

**3.0 CORPORATION ROLE AND RESPONSIBILITIES:**

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

- To provide detailed requirements of the project.
- 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.
- To pay all the fees, levies, deposits and expenses in respect of statutory payments.
- To honor Architect's bills within 120 days of its submission.
- 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.
- Income tax deduction at source shall be applicable as per I.T Act

**4.0 CONFLICT OF INTERESTS**

- 4.1 Consultants not to Benefit from Commissions, Discounts, etc. The remuneration of the Consultants pursuant to this contract shall constitute the Consultants' sole remuneration in connection with this contract or the services, and the consultants shall not accept for their

own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract.

4.2 Consultants and Affiliates not to be otherwise interested in Project. The consultants agree that, during the term of this contract and after its termination, the consultants shall be disqualified from providing goods, works or services which may result in conflict of interest. Persons or consultants who are involved in preparation of the TENDER / RFP, short-listing and the evaluation process, will not be eligible to participate as applicant or as a proxy.

4.3 **Prohibition of Conflicting Activities:-** The consultants shall not engage, either directly or indirectly, in any of the following activities: a. during the terms of this contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or b. after the termination of this Contract, such other activities as may be specified in this document.

4.4 **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.

**5.0 INFORMATION TO BE GIVEN IN THE REQUIRED FORMATS:** Bidders should furnish the following:

5.1 Details of Similar Works successfully completed in Last Seven Years to be given in **Form A**. The Firm is required to submit certificate of completion of assignment from the respective Client as a proof of meeting the above qualifying criteria. Own works/ Certification of the firms shall not be considered for prequalification.

5.2 Financial Capabilities -Details to be given in **Form B**.

5.3 Check list for essential documents.

5.4 **LETTER OF TRANSMITTAL** The applicant should submit the Letter of Transmittal attached under Annexure-I of the TENDER document.

5.5 Even though an applicant may satisfy the above requirements, he would be liable to disqualification, if he has:-

a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the TENDER document.

b) Record of poor performance such as abandoning project, removed from Architectural panel, not properly completing the assigned project, or financial failures/weaknesses, have been black listed in any of the Govt department, PSU, local bodies etc.

c) Record of poor performance in any project of The SCI Ltd had completed or being executed.

**6.0** Single Architecture firm should be responsible as a parent PMC for all the service providers from multiple agencies, if required.

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. 1,180/- : DD/PO No. \_\_\_\_\_  
by way of Demand Draft/Pay Order/ Date : \_\_\_\_\_  
(DD/PO to be attached) Drawn on \_\_\_\_\_
2. Earnest Money Deposit of Rs. 8000/- : DD/PO/BG No. \_\_\_\_\_  
by way of Demand Draft/Pay Order/BG/ Date: \_\_\_\_\_  
(DD/PO/ Original BG to be attached) Drawn on \_\_\_\_\_  
Note: BG is acceptable only, if EMD is greater than Rs. 50,000/-.
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.
10. Copy of membership registration of the Council of Architect, India : Yes/No?



## Annexure-I

### LETTER OF TRANSMITTAL

FROM:

To,  
The Principal,  
The Shipping Corporation of India Ltd.  
Maritime Training Institute, (Sagar Gyan Building),  
52-C, Adi Shankaracharya Marg, Post Saki Naka,  
Powai, Mumbai-400 072.

**Subject: Submission of tender for Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai.**

Sir,

Having examined the details given in TENDER Notice and TENDER document for the above project, I/We hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for TENDER and have no further pertinent information to supply.
3. I/We also authorize The SCI Ltd. or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the certificates along with details in prescribed format in support of our suitability, technical know-how and capability for having successful completion of projects.

Signature(s) of Applicant(s)  
Seal of applicant  
Date of submission

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 Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai.** 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 endeavors 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.

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 The guiding principles and processes for (i) Removal of an Entity from the approved list (ii) Suspension and (iii) Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.2 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.
- 2.3 It is clarified that these guidelines do not deal with poor performance of the Entities.
- 2.4 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 / 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 "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 / 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.
- 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.

(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 its 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 the report other material and 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.

## **The S.C.I. Ltd.**

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- 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 would be considered while processing for approval of the Management 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 Circulation of the names of Entities with whom Business Dealings have been banned:**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

### **12.0 These guidelines will form part of the Tender document.**





**THE SHIPPING CORPORATION OF INDIA LTD.**

(A Government of India Enterprise)

**MARITIME TRAINING INSTITUTE**

**ADMINISTRATION DEPARTMENT**

**Subject :- Appointment of Project Management Consultant (PMC) for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai.**

(Due date :28.02.2019.2019 by 1700 Hrs.)

**PART – II : PRICE BID**

Sr. no.	Service Code	Description/ Particulars	SAC code	Total Professional fee (Rs.)	Unit	Total professional fee in in words
1	1100000 0000000 3771	Professional charges for providing Architectural & PMC services for Construction of Swimming Pool At Maritime Training Institute (MTI), Powai as per the scope of work, tender terms and condition (Excluding statutory Govt. payments & Taxes)	998339		Lum-Sum	
		<b>Goods &amp; Service Tax @ 18%</b>				

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

**Name & Designation of Signatory:**

**Place:-**

**Date:-**