

**THE SHIPPING CORPORATION OF INDIA LTD.**

**(A Government of India Enterprise)  
MARITIME TRAINING INSTITUTE,  
52-C, Adi Shankaracharya Marg,  
Powai, Mumbai-400 072.**

**E-TENDER NOTICE**

**MTI/ADMN/ 2019/392**

**16.05.2019-05.06.2019**

**Due Date: ~~05.06.2019~~, 20.06.2019, 17:00Hours.**

**RFx No. 9000022582**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

E-tenders are invited by The Shipping Corporation of India Ltd., Maritime Training Institute, Powai for **Operation and Maintenance of Electrical Installations, D.G Set, AC Packaged Units, Central AC Plant, Water Transfer Pumps & Water Supply Network at SCI-MTI, Powai, Mumbai.**

**EMD:** Rs. 1,42,000/- (Rupees One Lakh Forty Two Thousand Rupees Only).

**Cost of Tender:** Rs.2,950/- (Rupees Two Thousand Nine Hundred Fifty Only) inclusive of 18% GST.  
**(Non-refundable)**

Tender Documents are available for viewing and downloading on SCI e-tendering website <https://etender.sci.co.in>. The encrypted tender document is published over portal for bidders to participate in tender. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for logging into the e-tender portal). Bidders to submit their response against tender, the response is also digitally signed by individual bidder and get save in encrypted format in system. Detailed instructions for filling of the tender are given in tender document.

E-tender documents will not be accepted unless the Tender Fee & Earnest Money Deposit (EMD) amount Electronic Remitted to SCI's/MTI Mumbai Bank Account (details given in the tender documents)/in the form of Bank Guarantee/Demand Draft before due date & time of submission. The scanned copy of Electronic Remittance towards tender fee & EMD should be uploaded in the system along with the tender.

However same will be relaxed for bidders who had registered with MSME as per OM No.20/2/2014 PPD (Pt) dated 25th July 2016 with regard to **Relaxation of Norms for Start-ups Medium Enterprises in Public Procurement.**

Only online tenders submitted on our e-tendering portal (<http://etender.sci.co.in>) will be accepted.

No manual / postal / E-mail / Fax offers will be entertained / accepted.

**The subject contract is a “Service Contract” and not a “Labour Supply contract”**

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**भारतीय नौवहन निगम लिमिटेड**  
(भारत सरकार का उद्यम)

**समुद्री प्रशिक्षण संस्थान**

52-सी, आदि शंकराचार्य मार्ग, पवई, मुंबई - 400 072.

ई.मेल - mti@sci.co.in, फ़ैक्स : 91-22-2570 0338

दूरभाषा : 2570 1430 / 31 / 32 / 33



**The Shipping Corporation Of India Ltd.**

(A Govt. of India Enterprise)

**Maritime Training Institute**

52-C, Adi Shankaracharya Marg, Powai, Mumbai - 400 072.

E-MAIL- mti@sci.co.in, Fax : 91-22-2570 0338

Phone : 2570 1430 / 31 / 32 / 33

TENDER REF. NO.:	MTI/ADMIN/2019/392
TENDER TITLE:	<b>E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS &amp; WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI</b>
DUE DATE & TIME:	<b><u>05/06/2019 ,20/06/2019, 17:00 HOURS (IST)</u></b>
PRE BID MEETING:	<b><u>28/05/2019 , 15:00 HOURS (IST)</u></b> * Kindly refer to the corrigendum (if issued any) after the pre-bid meeting before submitting the tender.
TENDER FEE:	<b>INR 2500/-+ 18 % GST INR 450/- = Total Rs. 2950/- (Total Two Thousand Nine Hundred and Fifty ONLY) (Non-Refundable)</b>
EARNEST MONEY DEPOSIT (EMD)	<b><u>INR 1,42,000/- (INR One Lakh Forty Two Thousand Rupees Only)</u></b>
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## **PART - I**

### **SECTION – I**

#### **E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

#### **GENERAL INFORMATION**

E-tenders are invited by The Shipping Corporation of India Ltd., Maritime Training Institute, Powai (hereinafter referred to as “the Corporation) for **Operation and Maintenance of Electrical Installations, D.G Set, AC Packaged Units, Central AC Plant, Water Transfer Pumps & Water Supply Network at SCI-MTI, Powai, Mumbai.**

#### **1.0 Experience:**

The Bidder must have an experience of providing operation and maintenance services of **Electrical Installations, D.G Set, AC Packaged Units, Central AC Plant, Water Transfer Pumps & Water Supply Network in Government/ Semi-Govt./PSU/PSB/ Reputed Large Private Corporate** during last 7 years ending last day of month previous to the one in which applications are invited.

The Bidder must have executed:-

- a) Three similar jobs of not less than Rs. 56.70 lakhs each  
or
- b) Two similar jobs of not less than Rs. 70.88 lakhs each  
or
- c) One similar job of not less than Rs. 113.41 lakhs

Bidders are required to submit the Work Orders & its Work Completion certificates for the works executed.

#### **2.0 TENDER FEES**

**1.0** The digitally signed tender is available on our e-tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for log-in to the e-tender portal). Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e-mail about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.

**2.0** Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online.

Tender fees in the form of demand draft/electronic remittance of **INR 2500/-+ 18 % GST INR 450/- = Total Rs. 2950/- (Total Rupees Two Thousand Nine Hundred Fifty ONLY)** to the Corporation's Bank Account (details mentioned at **clause 6 of section III**) should be made towards Tender Fees before Due Date and Time. Scan copy of payment

receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

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

**3.0** Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES**” in respect of items indicated in the tender form excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.

- a) **DUE DATE:** Tenderer to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 05/06/2019 20/06/2019**. Tenderer to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.
- b) Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted. However, cost of tender document and EMD in the form of Demand Draft/ Bank Guarantee should be deposited through electronic remittance to the Corporation's Bank Account (details mentioned at **clause 6 of section III**) towards Tender Fees and EMD. Copy of Bank Swift / UTR No. Payment should be uploaded with Technical Offer only.

**PRE BID MEETING:**

All the bidders are requested to attend for a pre bid meeting to be held on **28.05.2019** at **1500hrs** at Sagar Gyan MTI Powai, to get their doubts clarified, if any with regards to the tender. **The Bidders are advised to inspect the premises before submitting their bids.**

**4.0 BROAD INSTRUCTIONS FOR FILLING THE TENDER**

The Tender response/ bids for subject tender (**RFx: 9000022582**) has to be uploaded in two parts:

Part I (Technical Offer) is available as in Technical RFx > Folder > Public > Technical Docs.–

The Tender Forms are issued in two parts:

(i) **Part I (Technical Offer) includes –**

<b>SECTION – I:</b>	<b><u>GENERAL INFORMATION</u></b>
<b>SECTION – II:</b>	<b><u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u></b>
<b>SECTION – III:</b>	<b><u>GENERAL TERMS AND CONDITIONS</u></b>
<b>SECTION – IV:</b>	<b><u>FORM OF PARTICULARS</u></b>
<b>SECTION – V:</b>	<b><u>INTRODUCTION TO MTI &amp; SCOPE OF WORK</u></b>
<b>SECTION – VI:</b>	<b><u>BANNING GUIDELINES</u></b>
<b>SECTION – VII:</b>	<b><u>BANK GUARANTEE FORMAT</u></b>
<b>SECTION – VIII:</b>	<b><u>LIST OF DOCUMENTS TO BE ATTACHED</u></b>
<b>SECTION – IX:</b>	<b><u>INTEGRITY PACT</u></b>
<b>SECTION – X:</b>	<b><u>ANNEXUREs</u></b>

(ii) **Part II (Price Offer) includes-**

**PRICE OFFER FOR SUBMISSION OF QUOTATION**

- (ii) Price Bid (Part II) for submission of quotation (to be filled in system itself).

- (4.1) **Tenderer should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter.**

**[All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V, Section-VI, Section-VII, Section-VIII, Section-IX, Section-X) {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page)]**

- (4.2) Tenderers are required to download “Technical Offer” (consisting of section I, II , III , IV,V,VI, VII,VIII,IX,X ) and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each pages and then scan the file.

All documents, illustrations, company profile, reports, certificates, authorization letters, as mentioned in the tender also need to be signed and stamped on each pages and scanned for upload.

All the rates/ quotations/ bids to be filled only in Price Bid (Part – II) which is available under ‘ITEMS’ tab in the system itself. Price Bids to be filled as per item details mentioned in **Annexure-A**. Each tender activity is being detailed against respective SAP material/service Code in **Annexure-A** and should be quoted accordingly.

The vendor can create response for subject tender and upload its bids as follows:

Create RFx Response > Technical RFx response >

- 1) Index – (upload cover letter, if any)
- 2) Tender Docs – (Technical Offer)
- 3) Certificates – (All other documents, certificates, authorization letters as mentioned in the tender)
- 4) EMD – (copy of Bank Swift payment / BG)
- 5) Tender Fee - (copy of Bank Swift Payment towards tender fees)
- 6) Others-additional Information
  - a. Company Profile
  - b. ~~Product History & Background~~

Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature procured from the licensed CA only. The bidder can scan the Technical Offer (Part - I) and all other documents as single file or separate individual files, in which case each individual scanned file should be digitally signed before uploading. The digitally signed (.sig) files may then be uploaded at respective folders as mentioned above. **due date 05.06.2019, 20.06.2019 (1700 Hrs).**

**Price Offer (Part –II) should be filled in system only. The same need not be printed and should not be uploaded with Technical Offer.**

- (4.3) Tender documents downloaded from <https://etender.sci.co.in>, shall be downloaded and submitted in toto and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderer and if found out (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.

**Additional Documents to be submitted along with Technical Bid:**

The following additional document needs to be enclosed along with the relevant attachments mentioned in Section-IV (Form of Particulars) of the tender.

- Company Profile
- ~~Product History & Background~~

**Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid.**

## **5.0 ASSESSMENT OF TENDER**

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

Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of “Integrity pact” by the tenderer.

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

## **7.0 INTEGRITY PACT**

All tenderers shall have to sign an ‘Integrity Pact’ with the Corporation for handling and ensuring the transactions in a fair and transparent manner. The Integrity Pact document is attached with the tender, as tender Part I (Section - IX). The tenderer shall submit the “Integrity Pact” along with tender document, duly signed on all pages and details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the tenderer must not change any contents of the Integrity Pact.

**The signed Integrity Pact should be enclosed with the technical offer of the tender only. Tenders received without the signed Integrity Pact and/or without details filled in, shall be rejected.**

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

## **9.0 Designation and contact details of persons for this tender are:**

Deputy General Manager (MTI-Admin),  
The Shipping Corporation of India Ltd.,  
Maritime Training Institute,  
52-C, Adi Shankaracharya Marg, Powai,  
Near Powai Lake, Mumbai-400072  
Contact No: - 022-2572 6027/6046

**PART – I**  
**SECTION – II**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS,  
D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS &  
WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

**ESSENTIAL CONDITION –ELIGIBILITY CRITERIA**

- 1.0 The Bidder must have an experience of providing **Operation and Maintenance services of Electrical Installations, D.G Set, AC Packaged Units, Central AC Plant, Water Transfer Pumps & Water Supply Network in Government/ Semi-Govt./PSU/PSB/ Reputed Large Private Corporate** during last 7 years ending last day of month previous to the one in which applications are invited.

The Bidder must have executed:-

- c) Three similar jobs of not less than Rs. 56.70 lakhs each  
or
- d) Two similar jobs of not less than Rs. 70.88 lakhs each  
or
- d) One similar job of not less than Rs. 113.41 lakhs

*Bidders are required to submit the Work Orders & its Work Completion certificates for the works executed.*

- 2.0 The bidder should have an operational regional office in Mumbai MMR region and registered with local authorities. *(Submit Shop & Establishment Certificate)*
- 3.0 The bidder should be registered with statutory authorities in Mumbai viz., PF, ESIC and Dy. Labour Commissioner's office etc. *(Submit copy of Registration Certificate)*
- 4.0 Solvency Certificate (not older than 6 months before the due date of the tender) of Rs.20 Lakhs or above issued by your Banker (Nationalized Bank) indicating credit facility available to your company.
- 5.0 The Bidder should have positive net worth in last Financial Year (i.e. 2017-18)
- 6.0 Bidder should have an average annual turnover during last 3 years, ending 31<sup>st</sup> March 2018 should be at least Rs. 43 Lakhs.
- (Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years).*
- 7.0 The bidder should have ISO 9001:2015/IMS certification.
- 8.0 The Bidder should submit declaration- that he was never blacklisted nor was his contract terminated prior to completion of contract.
- 9.0 The Bidder should be registered for GST and PAN no *(Submit copy of Registration Certificate and PAN Card)*

10.0 The Bidder should have valid “A” class electrical contractor license.

11.0 Acceptance of General Terms and Conditions of Contract and Policy & Guidelines for Removal / Suspension / Banning of Entities.

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

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



**PART - I**  
**SECTION – III**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS,  
D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS &  
WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

**GENERAL TERMS AND CONDITIONS**

- 1.0** The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 05.06.2019, 20.06.2019.**

Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online (<https://etender.sci.co.in>)

- c) Only online tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. Cost of tender document and EMD should be deposited through electronic remittance to the Corporation's Bank Account (details mentioned at **clause 6 of section III**). Copy of Bank Swift / UTR No. Payment should be uploaded with Technical Offer only.

**2.0 AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

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

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

**3.0 PERIOD OF CONTRACT**

The contract shall be for a period of two years from the date of work order by the SCI Management. The SCI has a sole option to extend the contract twice by three months each after expiry of the two year period, on same rates, terms and conditions.

- 3.1** The rates for extension period shall be as under:

(A) If the existing contractor has participated in the Corporation's next Tender for said services:

- (i) If the existing contractor wins the next new tender then lower of the existing rates and new rates finalized for the next new contract shall apply.
- ii) If the existing contractor does not win the next new contract then the lower of their newly quoted rates and the existing rates shall apply.
- (iii) Existing contractor has to settle the differential amount (Difference in supply cost during extension period basis existing rates and new contract / quoted rates, as the case may be), if any, by way of credit note.

(B) If (A) above is not applicable, then existing contract rates shall apply.

#### **4.0 RATES**

- 4.1 The Rates quoted/ negotiated & agreed by the tenderer shall remain firm during the tenure of the contract period/extension period of contract and **NO ESCALATIONS** whatsoever shall either be claimed or considered except as under **clause 4.9 & 4.10 below**

The Rates quoted shall be “**ALL INCLUSIVE BUT EXCLUDING GST**” and would mean and shall include:

- 4.2 Charges for waiting of labour and supervisory staff for whatsoever reasons, waiting due to rough weather, rain, strike or lockout and also due to any cause whatsoever.
- 4.3 Charges in respect of Workmen’s Compensation and Common Law liabilities payable by the Contractor towards injury, death etc., caused to labour and supervisory staff etc., employed by the Contractor, including of those employed / hired by them.
- 4.4 Expenses incurred by Contractor in preparation of work done certificates, invoices or any other documents and delivering the same to SCI Office.
- 4.5 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 stationery. The Contractor shall submit necessary information/statement to SCI Officials as may be requested from time to time.
- 4.6 This is a non exclusive contract. The Corporation reserves the right to procure any item/s covered under this contract from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the Tenderers.
- 4.7 The tenderers are requested to quote their best and final offer in the Price Offer (PART-II) of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- 4.8 The tenderers 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 initialled by the person signing the tender form, failing which rates for such items will not be considered.
- 4.9 **Any revision (increase/ decrease) in statutory levy (GST) after the awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.**
- 4.10 **The rates shall not be subject to any escalation due to increase in Variable Dearness Allowance (VDA) in Minimum Wages. However, if the Basic Rates in the Minimum Wages (Central) are revised upward or down ward from time to time by the appropriate authority, the difference due to increase/decrease in the same and also effect of the said increase/decrease on other statutory payments like PF, ESI etc will be reimbursed or recovered from the Contractor on producing the relevant documents.**
- 4.11 **NOTE: Rates should be filled in at “ITEMS” tab of subject tender RFx (RFx: 9000022582) only and should not be mentioned anywhere in technical offer. Annexure-A of tender document gives detailed service description corresponding to each SAP material code. Rates should be quoted strictly as per service details mentioned at Annexure-A.**

**(5.0) EARNEST MONEY DEPOSIT**

- (5.1) The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **INR 1,42,000/- (Rupees One Lakh Forty Two Thousand Rupees Only)** to Shipping Corporation's Bank Account (details mentioned at clause **6.0** below) towards Earnest Money Deposit (EMD), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- (5.2) Copy of Bank SWIFT copy / UTR No. of electronic transfer or Demand Draft (valid for nine months from the due date of the tender) for Earnest Money Deposit **must be enclosed with the "Technical Offer" only** and details should be indicated in the Tender Form, Part – IV .
- (5.3) The tenderer has the option to submit EMD in the form of Bank Guarantee (refer to format of EMD at **Part – I Section VII**) from a Nationalized/ international Bank (having its branch office in Mumbai, India) with a validity of not less than nine months.
- (5.4) Micro and Small Enterprises (MSEs) registered with anybody specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.

**IMP: TENDERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT ARE LIABLE TO BE REJECTED.**

**(6.0) SCI, Mumbai Bank Account Details-**

The bank details of the Corporation's account for electronic remittance is as follows-

**Name of Account : M/s. THE SHIPPING CORPORATION OF IND LTD-**

**MTI Account Number: 50200009094718.**

**RTGS/NEFT IFSC : HDFC0000060**

**MICR: 400240015.**

**Electronics remittance for Tender Fee/ Earnest Money Deposit/ Security Deposit / Performance Guarantee is to be made in the account details mentioned above.**

**(7.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)**

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

- (i) The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.
- (ii) The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.
- (iii) The tenderer seeks amendment of tender terms, or the price offer submitted after submission of tender
- (iv) The Tenderer fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract

**(8.0) DISQUALIFICATION**

The tender is liable to be disqualified if:

- i. Not submitted in accordance with terms and conditions of the Tender documents.
- ii. Not accompanied by Earnest Money Deposit and/or Tender Fees in the form of Electronic Remittance/Demand Draft.
- iii. During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.

- iv. The Tenderer qualifies the tender with his own conditions.
- v. Tender received in incomplete form including price schedule.
- vi. Tender received after due date and time.
- vii. Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- viii. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- ix. Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- x. While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- xi. The Tenderer is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c during the FY 2017-2018 submitted with the tender. For proprietorship firms, proprietor's balance sheet also may please be submitted.
- xii. Not accompanied by all requisite documents as per eligibility criteria.
- xiii. Canvassing in any form shall lead to disqualification.
- xiv. If tenderer is found to be in arrears or default with regard to payment of dues to other concerned Government Agencies.
- xv. The bidder does not accept Corporation's Banning Guidelines & Policy.

**(9.0) BILLING**

**9.1 The Contractor shall submit their original invoice complete in all respect, (in duplicate) to the Principal's Secretariat at MTI Powai, Mumbai or address as directed in future.**

**9.2 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.**

**9.3 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.**

**9.4 Bill if found not complete in all respect will not be accepted.**

**9.5 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.**

**9.6 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.**

**9.7 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.**

**(10.0) GST:  
Registration & GST Rate**

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.

3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

#### **11.0 Invoicing & Payment**

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - a. **SCI GSTIN:** as below  
**MUMBAI Maharashtra 27AAACT1524F1ZQ**  
**KOLKATA West Bengal 19AAACT1524F1ZN**  
**CHENNAI Tamil Nadu 33AAACT1524F1ZX**  
**DELHI Delhi 07AAACT1524F1ZS**
  - b. HSN Code or Service Accounting Code for supply of goods or services.
  - c. Name & address of supplier
  - d. GSTIN of Supplier
  - e. Consecutive Serial Number & date of issue
  - f. Description of goods or services
  - g. Total value of supply
  - h. Taxable value of supply
  - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - j. Amount of Tax charged
  - k. Place of supply
  - l. Address of delivery if different from place of supply
  - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
  - i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to CORPORATION.
  - iv. Submission of proof of payment of GST to CORPORATION.
  - v. Availment of Input Tax Credit by CORPORATION.

#### **Input Tax Credit**

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

### **Penalty for Non-compliance of GST Act**

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

### **Other Provision**

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

## **12.0 EVALUATION**

- 12.1 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.
- 12.2
  - 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 nonconformity in the Bid that does not constitute a material deviation, reservation or omission. If a Bidder does not provide sought clarification of its Bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.
  - iii) During the evaluation of Price Bids, the Corporation shall correct arithmetical errors on the following basis:
    - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Corporation, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price shall be corrected;
    - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

d) If the Bidder does not accept the correction of errors, its Bid shall be liable to be disqualified and its EMD may be forfeited and / or Bidder may be subjected to other suitable action as per other provisions provided in this tender document.

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

12.3 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.

12.4 The Contract shall be awarded to **ONE** successful Bidder.

12.5 Negotiations may also be carried out with L-1 party.

12.6 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.

12.7 Bidders may please note that evaluation of the tenders shall necessarily take into account:

- a. Experience and performance on similar 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.

**(13.0)** The estimated requirement furnished in the Part – II (Price Offer) is indicative only and the same is without any commitment from the Corporation and the Corporation cannot assure minimum/ maximum work that can be offered.

**(14.0)** Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.

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

- (16.0) The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.
- (17.0) The Corporation reserves the right to claim damages of which Corporation shall be the sole judge, due to the failure/default on the part of contractor in carrying out the responsibilities/ duties efficiently and promptly.
- (18.0) 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.

**(19.0) RISK PURCHASE CLAUSE**

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

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

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

**(20.0) PENALTY CLAUSE**

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

**(I) Involved in wrongful billing**

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

**(II) Not 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 will be imposed equal to 1% of annual contract value.** This is to be paid by way of a bank draft for the said amount, drawn in favour of "The Shipping Corporation of India", payable at Mumbai. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.
- (iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited.



**(23.0) TERMINATION CLAUSE**

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

- (i) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (ii) The tenderer commits any breach of the terms of this contract / tender document.
- (iii) If any charge sheet is filed by a Competent Authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- (iv) The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines (**Section-VI**).
- (v) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.
- (vi) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- (vii) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.

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

**(24.0) BANNING GUIDELINES**

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

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

- (26.0)** If there is a change in the name of the tenderer’s firm/ company etc. 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 tenderer’s firm, the Corporation should be intimated within 30 (Thirty) days 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 change(s), the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation’s Management.

**(27.0) EXIT CLAUSE**

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

**(28.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- (28.1)** The successful tenderer will have to deposit a Security Deposit which will be equivalent to 5% of value of the contract or Rs. 10,00,000/-(Rupees Ten Lakh only) whichever is less, in the form of Electronic Remittance/Demand Draft/Bank Guarantee, of any Nationalized Bank which should be valid for the full period of the contract including the extension periods plus three months, towards satisfactory performance of the contract.
- (28.2)** Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- (28.3)** In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.
- (28.4)** In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- (28.5)** No interest shall be payable on the Security Deposit and Performance Guarantee.
- (28.6)** The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and 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.
- (28.7)** 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.

**(29.0) VALIDITY**

- (29.1)** The rates given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/ acceptance of the tender takes more than six months, the tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.
- (29.2)** In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

**(30.0) SAFETY & SECURITY CLAUSE**

- While evaluating tenders regard would be paid to national defence and security consideration.
- All the persons employed to be engaged or deployed by the contractor for fulfilling his contract and obligations shall be the employees of the Contractor for all purposes and not those of the Corporation. As such, the Corporation will not be responsible for any injury or loss of life of the persons deployed on duty by the Contractor. The Contractor shall ensure that his workmen at all times follow rules of safety while working at heights, inside overhead water tankers and/or at different places needing work with attentiveness. The services shall be ensured for 24 hrs on daily basis i.e. from Monday to Sunday.

- It is clearly understood between the Corporation and the Contractor that the workers of the contractor will always be his workers and never of the Corporation, and this is the fundamental basis of this contract due to the fact that **the subject contract is a “Service Contract” and not a “Labour Supply contract”**
- The contractor shall provide Identity Cards, Name bearing Plates etc to each and every deployed staff.
- In order to ensure safe working practices/safety inside the MTI-Premises, the Contractor has to supply proper Personal Protective Equipment (PPE), Uniforms, safety shoes etc. (Approved by the Corporation) to his employees as mentioned below for efficient, regular and satisfactory carrying out of their jobs. It may be noted that worker without proper Uniform and PPE is liable to be barred from work.

**LIST OF ITEMS TO BE ISSUED TO CONTRACT WORKERS WITHIN  
THE PRICE QUOTED BY THE CONTRACTOR.**

<b>Sr No</b>	<b>Description of Items</b>	<b>Quantity.</b>	<b>Frequency</b>	<b>Remarks</b>
1	Uniforms- Shirts	2 Nos	Once a year	To be issued within 15 days from issuance of work order & thereafter.
2	Uniforms – Pants	2 Nos	Once a year	To be issued within 15 days from issuance of work order & thereafter.
3	Shock-proof Safety Shoes	One pair	Once a year	To be issued within 15 days from issuance of work order & thereafter.
4	Gumboots safety shoe	One pair	Once a year	To be issued before rainy season.
5	Socks	Two pairs	Once a year	To be issued within 15 days from issuance of work order & thereafter.
6	Umbrella	One No.	Once a year	To be issued before rainy season to Supervisors.
7	Rain coat	One No.	Once a year	To be issued before rainy season to others.

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

**(32.0) Material:-**

The contractor shall make purchases and bring items/materials for repairs / replacements when asked to do so by the Corporation. The actual cost of such materials / replacements including transportation charges shall be payable by the Corporation at actual on producing proper Tax Invoice/Cash Memo from supplier.

**(33.0) EMPLOYMENT OF WORKERS**

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

against this tender and the tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

The tenderer will have to take out the following insurance policies to cover all risks and keep them valid throughout the duration of the contract.

- a) Workmen's Compensation
- b) Third Party risks/liability.

The successful tenderer will have to indemnify the Shipping Corporation of India Ltd., in the event of the Corporation being made liable to pay compensation or any other payment for death/disablement or injury to any of the contractor's labourers, while serving in SCI/MTI premises.

Photocopies of the relevant documents relating to insurance policies in respect of Workmen's Compensation and third party risks/liability, should be deposited by the contractor to the Corporation within 21 days from the date of signing of the contract failing which the corporation will reserve the right to take suitable action as deemed fit in respect of settlement of the contractors bills.

First payment to the contractor will be done only after above insurance policies as are deposited in this office.

#### **(34.0) FACILITIES**

The facilities at the premises may be used by the contractor only to the extent available and convenient to the Corporation and in accordance with any restrictions that the corporation may impose. A written approval from the Corporation must be obtained for the storage of materials and other use of space, if required.

#### **(35.0) INSPECTION**

The Corporation and or any of its authorized representatives shall have full liberty from time to time and at all times to visit, inspect, examine and test any workmanship and reject any/all work which may be seem to be defective for the several purposes to which they are applied or intended to be applied. The contractor or his responsible agent shall at all times present himself during the usual working hours with a reasonable notice of intention of such an inspection of the works having been given to the contractor or his authorized agent. Any complaint received from the Corporation in connection with the works shall be attended to by the contractor immediately. The contractor or his representative should personally come to MTI and meet officer-in-charge for maintenance minimum once in a month for considerable period of time to ensure proper execution of job to our satisfaction. If the contractor fails to give required number of visits for rounds with Principal (MTI) or his representative, a penalty of Rs. 5000/- per non-visit will be levied.

#### **(36.0) Contractor's personnel:**

The Contractor shall employ and keep employed trustworthy, qualified, and experienced assistants or supervisors as may be necessary for proper execution of the works to the satisfaction of the Corporation. The workers employed by Contractor should have their conduct & character verified by Contractor prior posting them to SCI-MTI premises on Contractor's account and responsibilities. Any supervisor, or workmen to whom the Corporation shall object to, on the grounds of misbehavior, incompetence, or negligence during the period of contract shall be removed by the Contractor from the works within 24 hours and no person so removed after such order shall be allowed to work without the written permission of the Corporation. The contractor shall submit the list showing the number of personnel employed by him on the works describing

the respective duties assigned to each respective personnel and the amendments thereof at the time of commencement of contract and later if changes in the arrangements.

The tenderer shall also see that all the provisions of the law regarding employment of personnel, **workmen, young persons or adolescents** are fully complied with and also see that the provisions of the enactments concerning the employment, payment of wages, overtime, minimum wages, etc., are fully complied with. On expiry of the contract the contractor shall ensure that the workmen employed by him are withdrawn immediately from the place of work/premises.

For cleanliness and hygiene of the contractor's personnel, the contractor shall ensure that his staff has regular haircuts with short trimmed hair, their nails are regularly cut and that they are generally clean and tidy.

The tenderer shall engage healthy and active working staff. Smoking or chewing tobacco, consumption of alcohols, consumption of drugs and intoxication in any form is prohibited. Corporation reserves the right to have the contractor's personnel working at MTI, to be medically checked up every six months at the contractor's cost, to ensure that they are healthy and free from contagious diseases.

All the persons employed, engaged or deployed by the contractor for fulfilling his contract and obligations shall be the employees of the contractor for all purposes and not those of the Corporation. As such, the Corporation will not be responsible for any injury or loss of life of the persons deployed by the contractor whether on-duty or off duty.

The tenderer shall not employ a young child, who has not completed eighteenth year of his age. He shall not employ any adolescent who has not completed his eighteenth year unless he is certified fit for work as an adult as prescribed by various statutes for employment of young persons for the time being in force.

The tenderer must comply with all other statutory requirements in respect of payment of wages, bonus, gratuity, ESI and other benefits as applicable to his workers working inside premises of SCI-MTI.

Tenderer shall maintain a wage book as required under the Minimum Wages Act which shall be in compliance with labour laws and required documentation, maintained in order to present the same whenever demanded by statutory authorities from State/Central Govt.

All the personnel of the tenderer whilst providing services at MTI for Maintenance works shall carry themselves in a disciplined manner and good conduct at all times for smooth and efficient services. In case of any misbehavior / misconduct on the part of any staff of the contractor, the contractor shall remove from MTI premises such person forthwith when asked by the Corporation to do so.

The tenderer shall attend to any complaint received from the Corporation in connection with the work immediately and in such cases the contractor should personally come to MTI and meet officer-in charge of the work.

While security arrangements in general are provided by the Corporation the Contractor shall ensure that within the campus there are no theft or robbery cases, for which contractor shall be responsible for the acts of his employees and such loss will be recovered from the bills of the contractor. The contractor should keep vigilance on his staff.

**(37.0) WAIVER**

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

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

**(38.0) INDEMNITY**

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

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

**(39.0) FORCE MAJEURE**

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

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

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

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

Time for performance of the relative obligation suspended by the Force Majeure, 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.

**(40.0) DISPUTE RESOLUTION**

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

**(41.0) JURISDICTION**

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

**(42.0) ARBITRATION**

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the Corporation.

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

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

**(43.0) CONCILIATION**

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

- (43.1)** 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.
- (43.2)** 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).
- (43.3)** 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.
- (43.4)** The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (43.5)** 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.
- (43.6)** 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.

(43.7) 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.

(43.8) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;

The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.

(43.9) 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.

(43.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.

(43.11) 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.

(43.12) 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.

#### **(44.0) INTEGRITY PACT**

All tenderers shall have to sign an 'Integrity Pact' with the Corporation for handling and ensuring the transactions in a fair and transparent manner. The Integrity Pact document is attached with the tender, as **Section-IX**. The tenderer shall submit the tender along with the "Integrity Pact", duly signed on all pages and details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the tender document and has the authority on behalf of the C.E.O of the company he represents. The acceptance of Integrity Pact shall be unconditional and the tenderer must not change any contents of the Integrity Pact. **The signed Integrity Pact should be enclosed with the technical offer of the tender only. Tenders received without the signed Integrity Pact and/or without details filled in, shall be rejected.**

An Independent External Monitor (IEM) has been appointed to oversee the implementation of the Integrity Pact. The contact details of the IEM are as follows:

- 1) **Mr. Syed Shahzad Hussain, IAS (Retd.).** E-mail: sshussain50@yahoo.com , shussainiem@sci.co.in and
- 2) **Mr. A. P. Srivastava, IPS (Retd.).** E-mail: [asrivastavaiem@sci.co.in](mailto:asrivastavaiem@sci.co.in), [apsrivastava1000@gmail.com](mailto:apsrivastava1000@gmail.com)

**A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter**



**(45.0) DEFINITIONS**

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

-----  
**WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.**

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

**Place:**

**Date:**

.....

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

**PART - I**

**SECTION – IV**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS,  
D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS &  
WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

**FORM OF PARTICULARS**

(Information in respect of all the items must be given clearly. In case there is no information, NIL remark may be mentioned. In no case items should be left blank).

1.a.	Name of the firm and full postal address.			
b.	Mobile No.:			
2.	Office/Res. Telephone Nos.			
3.	Fax No. / Email address.			
4. a.	Whether proprietary or partnership or limited company (Bidder to attach copy of partnership deed / Memorandum & Article of Association and Organizational Chart of the firm / company on separate sheet).			
b.	Year of constitution :			
5.	Name of the main Partner/s or name of proprietor in case of Proprietary Concern or name of the Directors in case of Limited company.			
6.	Name / s of other firm /s or Companies in which bidder has an interest.			
7.	Year and date of establishment of firm.			
8.	Please indicate financial standing: [Attach audited Balance Sheet and Profit & Loss Account of last 3 (three) financial years.]	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
9.	Annual Turnover for last 3 financial years.	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
10.	Details of Experience:  (Attach copies of Work Order & its Work Completion Certificate as per norms for Job(s) of similar nature)			
11.	Registration number of firm, registered under Municipal Act and/or Government Shops and Establishment Act (Attach copy of registration).			
12.	GST Registration No./Date: (Attach copy)			
13.	Permanent A/c. No. (Attach copy)			

14.	Name (s) of Banker (s) and their address [Bidder to attach original certificate from their bankers about their financial status and credit facility available to them]	
15.	Please State MICR No. (Attach copy of blank or cancelled cheque).	
16.	Please state if any member of your Company has any relation employed in the corporation. If yes, give full details.	
17.	a) Whether the bidder employees in any capacity whether administrative or advisory, ex-SCI officer who has retired from the DGM or higher level in preceding two years as on the bid closing date.	
	b) if the answer to (a) is in affirmative, the name and the designation of that officer in the firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be furnished. The role and responsibilities of that officer in the firm especially with regard to contract for which the bid is made should be clearly spelt.	
18.	In the past, whether any Govt./PSU/PSB/SCI has banned and/or blacklisted and/or taken any punitive action against your firm? If yes, state details/reason.	
19.	Whether your firm has been disqualified by the SCI at any time in the past for any contract, if yes, state reasons.	
20.	Earnest Money Deposit (Swift copy/UTR No of Electronic Transfer/Bank Guarantee).	
21.	Is your firm registered under MSME? If yes: UAN no: <b>(Enclose Udyog Aadhar Certificate)</b>	<b>UAN NO.:</b> _____
22.	ISO Certificate No./IMS Certificate No.	

I/We hereby certify that my/our firm has not been disqualified by any office/department/undertaking of the Government of India, at any time for supplying stores or services of any description.

Signature of the bidder  
with Official Stamp

Place:

Date:

**N.B :- Please upload this form along with General Terms & Conditions, and stamped on each page.**

**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:**

## **PART – I**

### **SECTION – V**

#### **E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

##### **1.0 Introduction to MTI, Powai:-**

Maritime Training Institute (MTI) is located at the southern bank of the Powai Lake in North Eastern Mumbai is a Department of The Shipping Corporation of India Ltd (SCI) “Navaratna” Central Public Sector Undertaking. MTI provides Maritime Education and Training also imparts Education on Maritime affairs. The various course participants comprise of ships’ officers – Senior, Middle, Junior Level, the Ship’s Petty Officers and Crew Members. Besides this, training for all personnel from the Shore Offices is also provided.

The campus is spread over 45 Acres land having Academic building (Sagar Gyan), Staff quarters (A, B & D type), Data Centre, Essential Services Block, Auditorium & Planetarium, Fire Fighting Complex (FFC), International guest house and 4 hostels accommodating approximately 200 students.

11kV/433V Substation at MTI receives 3-phase power supply from M/s Adani Electricity and MTI has also grid connected roof top solar PV plant of total installed capacity 515.5 kWp. DG Set of 320kVA at substation is there for backup purpose in case of mains power supply failure.

The plot plan of MTI is attached at **Annexure-I** for reference.

##### **2.0 Scope of Work: -**

The following scope of work is only indicative and contractor is advised to use his own judgment in evaluating the quantum of work involved in round the clock operation and maintenance.

The prime objective of the work under this contract consists of providing prompt and efficient operation and maintenance of complete electrical, and water supply systems installed at SCI-MTI Powai up to entire satisfaction of officer in-charge. The rates quoted shall include cost for all essential and contingent works, which although not specifically mentioned in this contract, but necessary for completion of the work. This shall include the cost of all required tools/tackles, plants, machinery and manpower etc. whatsoever applicable complete. Moreover, all the associated fittings, fixtures, accessories etc. are to be maintained to prevent spoil/breakage etc. Other provisions as mentioned in the tender elsewhere are also included in the scope of work. The scope of work shall include but not limited to the following: -

**A) SCOPE OF WORK FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT AT SCMTI, POWAI, MUMBAI**

- 1) To operate and maintain DG set with rating of 320 KVA, the HT and LT power equipment i.e. right from the outgoing point of metering equipment, 11KV oil immersed circuit breakers, HT cables, HT panels, 2x750 KVA 11 kV/433 V transformers, incoming and outgoing LT panels, Switch gear, feeder panels, feeder switchboards, associated protection equipments, cables, control cables, LT bus ducts, battery chargers, capacitor panels/power factor correction systems, pump panels, mechanical ventilation and pressurizing system etc. and their associated switchgear etc. round the clock throughout the year. **(Please refer detail preventive maintenance schedule at Annexure-IV)**
- 2) To monitor & record the incoming supply parameters, make necessary tap to in changing to maintain the voltage in limits, maintain the power factor at not less than 0.9 lagging/leading, to keep the maximum demand within prescribed limits etc.
- 3) To maintain the Internal and External Electrical Installations like lights, fittings, power outlets, switchboards, distribution boards etc cable & wiring pertaining to the same in good working condition. Attending to the complaints/ faults, preventive maintenance to avoid breakdowns etc. round the clock throughout the year.
- 4) To check earth pits pertaining to all equipment's, systems and buildings etc. Watering them as and when required and testing their earth resistance etc.
- 5) To check the transformers parameters and cooling systems for leakage of transformer oil and topping up of the same as and when required.
- 6) To check/clean/ tighten all electrical contacts monthly. The heated terminals if required to be made in proper condition by using appropriate size crimping tool and lugs.
- 7) To check and replace, if necessary the performance of all operational safeties. This activity has to be done at least once in three months and if required earlier too.
- 8) To check and clean all electrical fittings including fans on monthly basis and as per requirement.
- 9) To lubricate motor/pumps bearings periodically and replace the bearings when necessary and submission of report on monthly basis.
- 10) To check electrical circuits and rectify faults as and when necessary.
- 11) To clean, tighten electrical contact points once a month.
- 12) To replace electrical contacts and other items as and when required.
- 13) To tighten all the fasteners of the bus ducts and cables as and when necessary and at least once in three months. Also to re-terminate the heated up contacts and replace cabling/wiring as and when necessary.
- 14) To ensure that the control circuitry of all systems are perfectly working.
- 15) To check the silica gel of the transformers and to dry them as and when required.

- 16) To test the oil samples of transformers and to give suggestions for dehydration of oil if required.
- 17) To arrange for a well-equipped first-aid box and maintain it in a healthy condition to take care of first aid for any eventualities of their workman at site.
- 18) To attend to the low tension Electrical faults at our office, pump room & residential premises when called upon by us as and when required.
- 19) Repairing, overhauling and replacement of the faulty L.T. Electrical installations, switches including various electrical points, and fittings free of charge during the contract period. All the consumable materials, i.e. Bulbs, Tube lights, Fans, Fuse etc are on corporation's cost.
- 20) Any other electrical works as assigned by the engineer in charge/ officer-in-charge essentially required for keeping the equipment's in good healthy working conditions though not indicated above.
- 21) Operation of DG sets during office working hour and holidays whenever required. D.G. Set ( 320 KVA) to be cleaned and checked, battery checks and maintenance, earth box maintenance, replenishment of radiator coolant, checking of lubricating oil and replenishments, trial of engine, checking and replenishment of diesel oil, maintenance of diesel engine and electrical accessories. D.G. set to be tested on load once in a week, rectification of any miscellaneous defects and record maintained. The Preventive Maintenance Schedule of the DG set to be carried out as per Manufacturer's recommendation. All the spare parts/spares required for the maintenance of DG set shall be on Corporation's cost
- 22) Yearly servicing of all the breakers (ACB, OCB etc.), all relay, calibration of meters and [providing report for the same].
- 23) Maintenance of Rooftop SolarPV System- 4 nos of 240W each (Except newly installed 515.5kWp plant) i.e. cleaning up the PV module surface, topping up the battery, tightening of the all electrical connection, changing of tilt angle of the module (if required), cleaning & greasing of the battery terminal, upkeep of Power Conditioning Unit / Inverters etc and maintaining logbooks for system maintenance and performance.
- 24) The Contractor must maintain all the log book of electromechanical equipments like as DG sets, HT meter, LT reading etc. and attach copy in monthly bill including PMS duly signed by SCI officer.
- 25) Emergency breakdown maintenance of all equipment/system.
- 26) The electrical installations, switchgears etc. in the office & residential premises are grouped as follows for ease of maintenance and for convenience. The grouping mentioned below is indicative in nature and may change time to time as per our requirement.

	<b>Place</b>
Group 1.	Data Center, Auditorium, IT Center( Earlier essential Block) , Residential quarters buildings A, B, D type , I.T. Support Centre pump room &, main gate
Group 2.	Academic Block (Sagar Gyan Gr. +2), Fire Fighting Training Complex, Guest House.
Group 3.	Hostel Blocks & Dining Block
Group 4.	H.T. Sub-Station Main, LT Distribution panel & Diesel Generator Set installed in the premises of H.T. Sub-Station

- 27) Starting, stopping and general electrical maintenance of Air Conditioner Packed Units in Seminar Room (Room No -131) & GMDSS Room or at any other place as and when required.

28) Starting, stopping and general electrical maintenance of Central Air Conditioner Plant (At MTI Auditorium) or at any other place as and when required.

**29) Telephone :-**

- a. Attending all complaints regarding non-working of telephone facilities /accessories/wiring/lines for intercoms etc.
- b. Shifting/Installation/Re-installation of any type of telephone instruments/ accessories/ connections etc.
- c. Preventive checking and fault rectification of telephone lines so as to ensure minimum down time of phones/lines installed in MTI on daily basis, including lodging complaints with MTNL and follow up for rectification of the same, in case of fault from their side.

30) Electrical Services are to be ensured by the Contractor inside the MTI premises on 24 X 7 basis.

31) To ensure satisfactory maintenance works, the contractor will be required to supply sufficient number of competent technical staff separately in each group mentioned above in our premises at MTI, Powai during our office working hours on week days, Saturdays and Sundays and also during night time in H.T. sub-station specified in Group 4. **The certified copies of the licenses of Supervisor, Wiremen, and Technicians by the competent authority must be submitted before the acceptance of the work order. It is the responsibility of the contractor to ensure the authenticity of the certificate of their workmen.**

**32) The contractors are advised to inspect all the electrical installations, switch gears, distribution boards etc. which implies the complete site visit by the contractor at MTI, Powai within the scope of contract before submitting their offer.**

33) The Contractor will supply uniforms, shoes etc to the entire person employed by him (Details-mentioned under Safety & Security Clause No. 30).

34) Contractor shall submit their bills in triplicate in MTI Principal's Secretariat office accompanied by the original service Report in every month. Bills will not be accepted unless accompanied by the original service reports duly signed by our representative. The Corporation will make appropriate deductions from the monthly bill submitted by the party for any deficiency in the works carried out or not completing the maintenance works specified in the contract. The Corporation will also have the right to make penal deductions equivalent to double the rates for not fulfilling the contract obligations and causing inconvenience to the Corporation.

35) If it is observed that the services rendered by the Contractor are not satisfactory and if the works are not completed within the required time as per the order, the Corporation shall be at liberty to terminate the contract arrangement with immediate effect. The orders will normally be given orally.

36) Competent Supervisor means electrical supervisor having Supervisor's Certificate issued by Govt. of Maharashtra or equivalent.

37) Competent Technical Staff means Wireman having electrical wireman certificate issued by Govt. of Maharashtra or equivalent.

38) The Contractor will be required to carry out works under the instructions of in charge (Administration/Electrical). Decision of the Principal of this Institute regarding fitness of work will be final and binding on the contractor.

- 39) The Contractor shall supply requisite competent staff for maintenance works. As and when there is any change in supervisor, wireman/Electrician, Telephone mechanic at MTI it shall be informed to concerned department in writing together with relevant copy of license.
- 40) Persons engaged by the contractor will not be allowed to stay in the MTI premises other than duty hours.
- 41) The Contractor will also to be required to supply all normal/ regular tools/equipments to his employees for carrying out the maintenance work of electrical /telephone and D.G. Set etc.  
**(A minimum tentative list of tools required is enclosed at annexure II for better clarity of bidders. However, bidder should keep in mind that the list not exhaustive and may change as per corporation's requirement time to time.)**
- 42) At present, total Man Power employed by the current contractor under "Scope A" are 13, i.e. Supervisors (Highly Skilled: - 2 Nos.), Wireman/ Electrician (Skilled:-10 Nos.), Helper (Unskilled:-1 No)

**B) SCOPE OF WORK FOR OPERATION AND MAINTENANCE OF WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

Maritime Training Institute presently has 17 buildings where water is being supplied by pumping of well water / fresh water to underground and hill water tanks and then to the overhead water tanks of the buildings by gravity by opening of respective valves. Details are as follows: -

- 42) Operation and pumping of well water/fresh water from:
- a) Perennial well to underground tank i.e. called 'A2' tank.
  - b) From 'A2' tank to Guest House Horticulture tank ('H' tank).
  - c) Underground tank (BMC water tank 'A1') to 'B' & 'C' hill tanks.
  - d) 'B' and 'C' water tanks to respective buildings at different locations in the campus by gravity.
  - e) Water tankers to overhead tanks or any other place as required by MTI using portable pumps located at site.
  - f) Maintenance of Potable water supply pipeline and Horticulture pipeline, operation and maintenance, repairing, replacement of respective valves on the above pipelines. Cleaning of water storage tanks with the help of persons provided by MTI as and when required.
  - g) Operation and maintenance of water transfer pumps and valves by employing one operator in each shift and a skilled plumber in general shift. Person on duty will be relieved only after his reliever comes on duty else same person shall continue.
  - h) Maintenance of water transfer pumps and motors i.e., checking of vibration, noise, replacement of gland packing, greasing, bearing condition, alignment of pumps and motors, checking of valves leakages, replacement of damaged bearings, painting of all pumps and motors etc. as per PMS scheduled (**Attached at Annexure III**) and necessary repair to ensure all the pumps are in working condition throughout the contract period.
  - i) Maintenance of Horticulture pipe line, replacement of defective delivery valves and fresh water underground cast iron pipe line (including leakages repairing, pit digging, & thorough inspection of all locations inside the campus).
  - j) Contractor will have to provide 24X7 competent person(s) (with adequate knowledge and experience of pump operation). In general shift (1000 hrs to 1800 hrs ) there shall be a regular plumber who will be an expert, qualified / skilled plumber who can attend all plumbing / Repair jobs on most urgent basis to avoid water leakages / blockages / pipelines breakdown / water supply / Maintenance etc. in the entire campus.



- 43) To carry out satisfactory maintenance of the water distribution system for undisturbed water supply to the various buildings in the campus, the contractor has to maintain sufficient number of competent technical staff with helpers to maintain the aforesaid service.
- 44) Attending staff has to check the overhead tanks at various locations on a day to day basis in order to maintain uninterrupted water supply to the various locations inside the campus. It is necessary to adhere to the above timings as a normal working routine. However, at some time when there is some problem in the System, attending staff may have to work beyond these hours.
- 45) The contractor is advised to inspect all the pumps, water supply pipelines underground/ overhead water tanks and distribution network to buildings and horticulture lines and respective valves in the premises etc. before submitting their offer.
- 46) The competent (skilled / unskilled) workers / requisite manpower sufficient enough to render smooth electrical services/water pumping services, repairs, fault rectification etc. are to be ensured by the Contractor.
- 47) At present, total Man Power employed by the current contractor under “Scope B” are 4, i.e. Plumber (Skilled:-1 No), Pump Operator (Semi-skilled:- 3Nos.)

**Note: - It is the overall responsibility of contractor to ensure proper coordination among its workforce to execute works mentioned in Scope A & Scope B. (As above)**

We/I agree to abide by the above terms & conditions.

**Place:**

**(Signature of the Tenderer)**

**Date:**

**(Rubber Stamp of the Firm)**

## **PART – I**

### **SECTION – VI**

#### **E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

#### **BANNING GUIDELINES DOCUMENT**

##### **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**

**PART – I**

**SECTION – VII**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS,  
D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS &  
WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

**ON A NON-JUDICIAL Rs.500 STAMP PAPER**

**Bank Guarantee in lieu of Earnest Money Deposit**

To,  
Sir,

WHEREAS \_\_\_\_\_ a company within the meaning of the Companies Act, 1956/ a Partnership/Proprietor firm having its registered office/principal place of business/ place of business at \_\_\_\_\_ (hereinafter called “the Tenderer”) have been called upon to furnish Bank Guarantee.

AND WHEREAS We \_\_\_\_\_ Bank have, at the request of the Tenderer, agreed to give you this guarantee as herein contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. six months from the date of submission of tender along with this guarantee or any extension thereof and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of Rs. \_\_\_\_\_ on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- (c) That this guarantee commences from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.
- (d) That the expressions “the Tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- (e) Capitalised terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

**PART – I**

**SECTION – VIII**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS,  
D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS &  
WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER**

1)	ELECTRONIC TRANSFER/DEMAND DRAFT OF <b>Rs. 2950/-</b> FOR TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	ELECTRONIC TRANSFER/ DEMAND DRAFT/ BANK GUARANTEE OF <b>Rs 1,42,000/-</b> FOR EARNEST MONEY DEPOSIT.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	COPY OF SHOP & ESTABLISHMENT CERTIFICATE ISSUED BY MUNICIPAL CORPORATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	LATEST ORGANIZATION CHART OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	COPY OF GST REGISTRATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	COPY OF PERMANENT ACCOUNT NUMBER (PAN) CARD	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	LAST THREE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE ISSUED BY OUR CLIENTS WITH RESPECT OF YOUR EXPERIENCE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10)	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	PF CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	ESIC CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	COPY OF ISO/IMS CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14)	BIDDER SHOULD SUBMIT DECLARATION THAT NEITHER HE WAS EVER BLACKLISTED NOR WAS HIS CONTRACT TERMINATED PRIOR TO COMPLETION OF CONTRACT.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	ANY OTHER DOCUMENTS (IF REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE: 1. Any other certificate besides the above mentioned if deemed necessary can also be enclosed.

2. All the documents should be attached on the order mentioned above.

3. All documents to be serially numbered and total number of pages indicated on Covering Letter.

## **PART – I**

### **SECTION – IX**

#### **E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

#### **INTEGRITY PACT**

Between

The Shipping Corporation of India Limited (SCI)  
hereinafter referred to as "The Principal",

and

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor".

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules, regulations, the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). The Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or non-material benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
- a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Policy and Guidelines for Removal / Suspension / Banning of Entities". Copy of the "Policy and Guidelines for Removal / Suspension / Banning of Entities" is placed at (page Nos. 6 to 15)

#### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and /or Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in "Policy and Guidelines for Removal / Suspension / Banning of Entities".

#### **Section 6 – Equal treatment of all Bidders / Contractors**

- (1) In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidders / Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which



constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

#### **Section 8 – External Independent Monitor/ Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.
- (3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.



(8) The word "Monitor" would include both singular and plural.

#### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

#### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....  
For the Principal  
(Official Seal)

.....  
For the Bidder / Contractor  
( Official Seal)

Place: .....

Witness 1: .....  
(Signature and Name & Address)

Date: .....

Witness 2: .....  
(Signature and Name & Address)

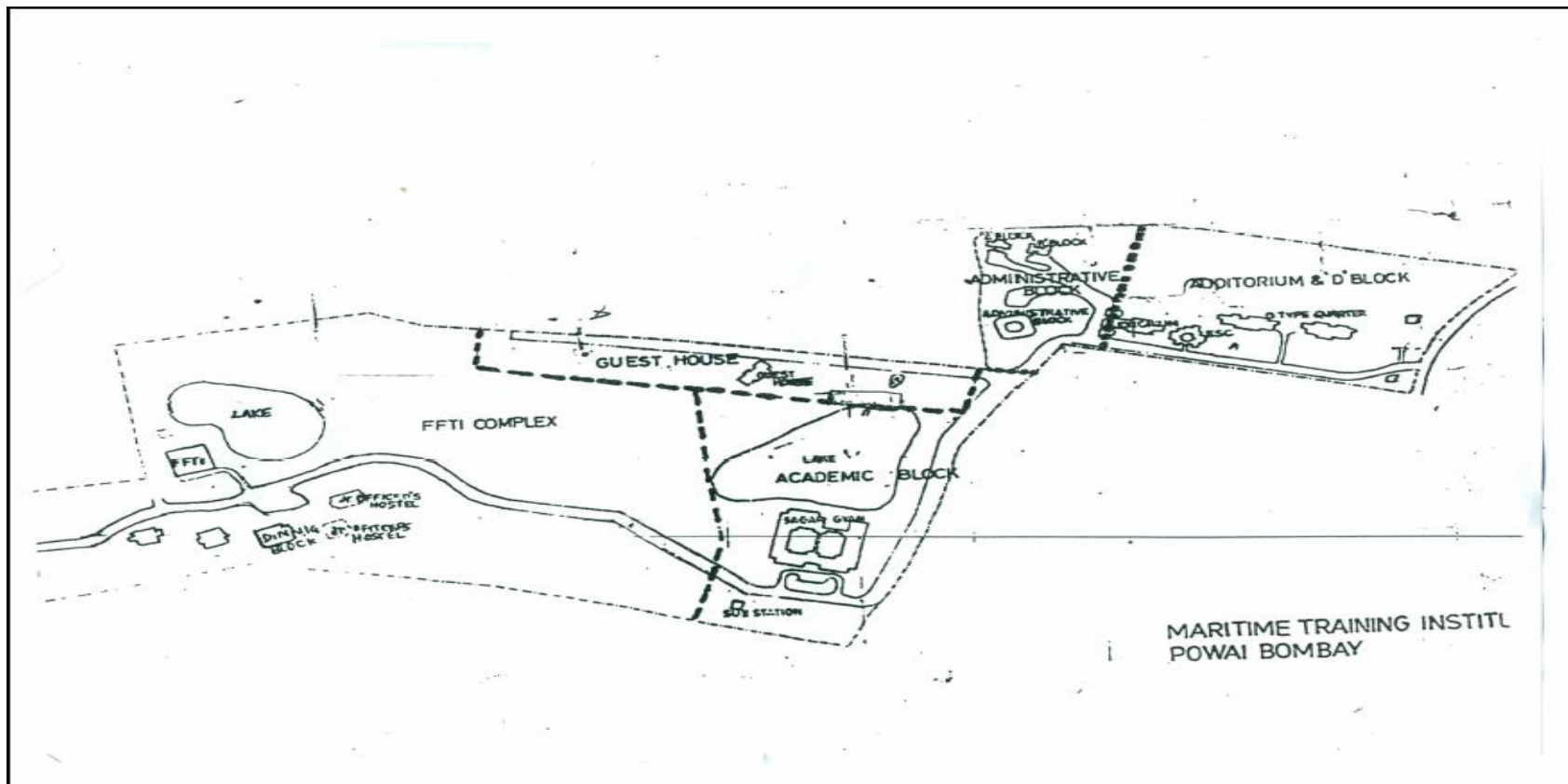
**PART – I**

**SECTION – IX**

**E-TENDER FOR OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT, WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI**

**ANNEXUREs**  
**Plot Plan of MTI**

**Annexure-I**



**Minimum Tentative List of Tools required****Electrical Maintenance tools: (All the tools to be used in Live Line to be insulated)**

<b>SL. No</b>	<b>Name of the Tools</b>	<b>Size/Specification</b>	<b>Nos</b>
1	Electrical Drill Machine	13mm	1
2	Megger		1
3	Clamp Meter/ Multimeter		1
4	Box Spanner set	22 Nos	1 Box
5	Fix Spanner set	12 Nos	2 Set
6	Ring Spanner set	12 Nos	1 Set
7	Adjustable spanner	12"	1
8	Monkey Spanner	250mm	1
9	Allen Keys set	9 pieces	2
10	Pipe Wrench	24",18",14",10"	1 no each
11	Hammer	500gm & 200gm	02,01
12	Cold Chisel	3/4" X 12 " , 1"X12"	01 each
13	Hacksaw	Big	1
14	Hacksaw	Mini	1
15	Hacksaw Blade	Big	1
16	Hacksaw Blade	Mini	1
17	Screw Driver	6mm 2-In-1	5
18	Screw driver set		1
19	Combination Plier	8"	2
20	Nose Plier	6"	1
21	Cable Cutter	250mm	1
22	Solder Iron	30 Watt	1

23	Solder Wire	100 gm	1
24	Continuity Tester		1
25	Telephone Wire Punch		1
26	Machinery Drill Bits	5-6-8-10	1
27	Machinery Drill Bits	5set	1
28	Telephone Krone Punch		1
29	Wire Stripper	150mm	2
30	Live Line Tester	500V	2

**Water Supply Maintenance tools**

SL. No	Name of the Tools	Size	Quantity
1	Open Spanner set	8mm-32mm	1 set
2	Ring Spanner set	8mm-32mm	1 set
3	Pipe Wrench	12",14",18",24"	2 sets each
4	Hammer	500g	1 No
5	Monkey Spanner	10" , 12"	1 no each
6	Cold Chisel	15cmX2cmX2cm	1 No
7	Allen Key		1 set
8	Screw Driver	6", 12"	1 no each
9	Torch		2 No
10	Plier		1 No
11	Tool Box		1 No

**Annexure – III**

	<b><u>Maintenance Schedule of Electrical Motor</u></b>	
<b>SL. No.</b>	<b>Maintenance Activity</b>	<b>Frequency</b>
1	Visual Inspection of motor condition, earth connections and motor leads.	Quarterly
2	Checking of motor windings for overheating, connection tightening of terminal block, lugs, re-crimping of cable terminals, connections tightening of motor terminals, earthing & Cable gland. In case, cable is found short due to burning of insulation, length shall be made up by pulling the cable.	
3	Checking of belt tension. In case it is excessive, it should immediately be reduced.	
4	Blowing out & Cleaning of the motor surface.	
5	Taking Vibration readings and taking corrective action if required like realignment, change of bearing etc	
6	Checking of grease in ball and roller bearings whenever bearings are not sealed and make it up where necessary, take care to avoid over-filling. <b>Note:-</b> Where re-greasing provision is given, re-greasing should be done while the motor is running. Keep the grease outlet open. The mixing of grease should be avoided.	Half yearly
7	Blowing out & Cleaning of the motor surface of protected type motors situated in dusty locations.	
8	Checking the motor body temperature.	
9	Taking vibration readings & taking correction action if required like realignment etc	
10	Complete servicing of motor like:-	Yearly
	a) Cleaning windings of motor Subjected to corrosive or other elements; also varnishing and baking.	

	b) Checking all high speed bearings and replace, if necessary as instructed by SCI concerned officer.	
	c) Overhaul motors, blowing out all motors surfaces thoroughly with clean dry air. Cleaning of dust & Rust & oil painting.	
	d) Clean and varnish dirty and oily windings.	
	e) Renew cable termination at isolator end/Motor end, if damaged.	
	f) Check insulation resistance to earth and between phases of motor windings, control gear and wiring	
	g) Check resistance and earth connections.	
	h) Check & adjust the motor overload relays and SPP.	
	i) Motor Re-winding, if required (Shall be using copper winding, varnish with vacuum pressure impregnation (VPI method)	
	j) Balancing of rotor if required (Static and Dynamic)	

Preventive Maintenance Schedule

Weekly Checking

**1. Transformers:**

Checking of oil level (topping if reqd.), oil leakage, colour of silica gel (Breather) (heating if reqd.), Vent diaphragm, Tap position of transformer, neutral earthing connections up to earth pit etc.

**2. HT Panel (11kv Switchgear):**

To be checked, indicating lamps, Ammeter, voltmeter along with selector switches earthing connection of panels, cleaning of external panel, these should be closed properly and no space be left which may allow the lizard or insects to enter.

**3. LT Panel (0.433kv Switchgear):**

To be checked, indicating lamps, Ammeter, Voltmeter along with selector switches, earthing connection of panels, cleaning of external panel, these should be closed properly and no space should be left which may allow the lizard or insects to enter, visual inspection of ACB's, MCCB's SFU/ FSU, all relays for any abnormality.

**4. Capacitor Panels:**

To be checked, indicating lamps, KWH meter, Ammeter, Voltmeter along with selector switches, earthing connection of panels, cleaning of external panel, these should be closed properly and no space should be left which may allow the lizard or insects to enter, visual inspection of contactors, SFU/ FSU, exhaust fan & APFC relay for any abnormality.

Quarterly Checking

**1 Transformers:**

- **HT and LT Bushing:** Open cable box LT side and examine cracks, oil leakage etc. terminal tighten nut & bolts and clean if required.
- **Silica gel:** Check condition of silica gel and replace if required, replace cup's oil.
- **Pressure relay:** To be checked mechanical indication and operating mechanism.
- **Earth resistance of neutral earthing:** Record value of resistance dry & wet condition of earth pit.
- **Breakdown test of transformer oil:**

1. BDV with 2.5mm gap.

(i.) Top sample.                      kV

(ii.) Bottom sample.                  kV

(iii.) OLTC sample.                  kV

2. BDV with 4mm gap (for with stand) One minute/ For Breakdown

(i.) Top sample                      KV      kV

(ii.) Bottom sample                  KV      kV

- **Magnetic oil level gauge Buchholze relay :** Checks its operation, control circuit and repair if required.
- **IR value:** Checks its operation, control circuit and repair if required.

## **2. HT Panel (11kv Switchgear):**

- Internal & external cleaning of panel.
- Tightening of main connection bus bar and cable connection (outgoing)
- Checking interlocking system (if required)
- Oiling, greasing of operating mechanism.
- Auxiliary contacts, indicating devices, voltmeter, ammeter, KWH meter and selector switch etc. check and repair/replace if required.
- Instrument & potential transformer to be checked.
- To check setting the relay time and contacts of relay of each breaker and record.
- Servicing of breakers.
- Checking of panel's heater and thermostats.

## **3 Capacitor bank panel:**

- Internal & external cleaning of panel
- Tightening of connection bus bar and cable connection (outgoing)
- Checking of APFC relay for proper functioning.
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/ replace if required.
- Instrument & current transformer to be checked.
- Checking of contactors and SFU/ FSU/ MCCB.

## **4. LT Panel (0.433kv Switchgear):**

- Internal & external cleaning of panel
- Tightening of connection bus bar and cable connection (outgoing)
- Checking of interlocking system (if required)
- Oiling, greasing of operating mechanism.
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/replace if required.
- Instrument & potential transformer to be checked.
- To check setting the relay time and contacts of relay of each breaker and record.
- Servicing of breakers.

### **Half Yearly**

#### **1. Transformer**

- **HT and LT Bushing:-** To open cable box and examine cracks in bushing. Tighten bolts if reqd., measure IR value with 10,000 Volts megger.
- **Silica gel:-** Replacement of silica gel and cup oil.



- Pressure relay: - To check the mechanical indication and operating mechanism.
- (Earth resistance of neutral earthing:- Record value of resistance dry & wet condition of earth pit.
- Break down test of transformer oil:- BDV with 2.5mm gap

(i.) Top sample kV

(ii.) Bottom sample. kV

- Cooling fan:- To check cooling fan operation (manual / auto) and all accessories (i.e. contacts, controlling circuit etc. remove fault or repair / replace damaged parts if required.
- Buchholze relay, magnetic oil gauge: - Check its operation, control circuit and repair replace as required.
- IR value.

## **2. HT Panel (11kv Switchgear) :**

- Internal & external cleaning of panel.
- Tightening of main connection bus bar and cable connections
- Checking of interlocking system.
- Oiling greasing of operating mechanism
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/replace if required.
- Instrument & potential transformer to be checked.
- To checking setting/ calibrating the relay time and contacts of relay of each breaker and record.

## **3. Capacitor bank panel:**

- Internal & external cleaning of panel.
- Tightening of connection bus bar and cable connection
- Checking of APFC relay for their function.
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/replace if required.
- Instrument & potential transformer to be checked.
- Cleaning of main and auxiliary contact of contactors and overhauling of exhaust fans.

## **4 LT Panel (0.433kv Switchgear):**

- Internal & external cleaning of panel
- Tightening of connection bus bar and cable connection
- Checking of interlocking system
- Oiling and greasing of operating mechanism.
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/ replace if required.
- Instrument & current transformer to be checked.
- To check setting the relay time and contacts of relay of each breaker and record.

## **Yearly Checking**

### **1. Transformer :**

- **HT and LT Bushing:-** To open cable box and examine cracks in bushing. Tighten bolts if reqd., measure IR value with 10,000 Volts megger.
- **Silica gel:-** Replacement of silica gel and cup oil.
- **Pressure relay:-** To check the mechanical indication and operating mechanism.
- **Earth resistance of neutral earthing:-** Record value of resistance dry & wet condition of earth pit.
- Break down test of transformer oil:- BDV with 2.5mm gap
  - I. Top sample kV
  - II. Bottom sample. kV
- Buchholze relay magnetic oil gauge:- Check its operation, control circuit and Repair/replace as required.
- Centrifuging of transformer oil and check acidity: Sludge and submit test report.
  - I. B.D.V. 4mm gap for 1 minute 3 sample.
  - II. B.D.V 2.5mm gap for breakdown 3 sample
  - III. Sludge/Acidity value.
  - IV. IR Value

### **2 HT Panel (11kv Switchgear):**

- Servicing of breaker.
- Operation checking of breaker.
- Control circuit and its accessories i.e. aux Contactors, connection, coils etc) repair/ replace if required.
- Check gas pressure and record heating system and its operation to be checked.
- Cleaning of circuit

### **3 Capacitor bank panel:**

- Cleaning of panel internal & external.
- Checking of APFC relay for their function.
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/ replace if required.
- Servicing of contactors, FSU/SFU.
- Checking and replacing of defective capacitors.

### **4 LT Panel (0.433kv Switchgear) :**

- Servicing of ACBs & MCCBs.
- Operation checking of ACBs & MCCBs
- Auxiliary contacts, indicating devices, voltmeter, ammeter, and selector switch etc. check and repair/ replace if required.
- Instrument & current transformer to be checked.
- To check setting the relay time and contacts of relay of each breaker and record.

**THE SHIPPING CORPORATION OF INDIA LTD.**

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**ANNEXURE A**

**Part-II (Price-Bid)**

Item No	Types of Services	SAP Service Code	Qty per Month	Unit	Base Price Per Month (INR)
1.	OPERATION AND MAINTENANCE OF ELECTRICAL INSTALLATIONS, D.G. SET, AC PACKAGED UNITS, CENTRAL AC PLANT AT SCI-MTI, POWAI, MUMBAI	110000000000003120	1	Lump sum	
2.	OPERATION AND MAINTENANCE OF WATER TRANSFER PUMPS & WATER SUPPLY NETWORK AT SCI-MTI, POWAI, MUMBAI	110000000000001585	1	Lump sum	
Total Base Price Per Month (INR)					

GST Applicable @ \_\_\_\_\_ % as on \_\_\_\_\_

**Note:-**

- No Column should be left blank. While comparing the price bids final value will be taken in to account. Incomplete price bid is likely to be rejected.
- Contract would be awarded to one bidder on the basis Grand Total (Sr. No. 1+Sr. No 2), lowest in price offers opened, subject to verification by SCI IAD.
- Do not quote rate here. This price bid format is for reference only.
- Kindly quote rates strictly in response to e-tender on website <https://etender.sci.co.in> RFx No. **9000022582** under tab “Items”.
- Only online tender response will be considered.