



The Shipping Corporation of India Ltd.
Administration Department

TENDER REF. NO.:	<u>Admin/Clg-Sec-Misc/2019</u>
TENDER TITLE:	<u>Tender for appointment of contractor for providing office services and execution of contract for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services in SCI premises at Shipping House, Dock Office in Mumbai and Security Services at MTI, Powai.</u>
DUE DATE & TIME	<u>24.04.2019 , 17:00 HOURS (IST)</u>
TENDER FEE (Non refundable)	<u>INR 2500/-+ 18 % GST INR 450 = Total Rs. 2950/- (Total Rupees Two Thousand Nine Hundred Fifty ONLY)</u>
EARNEST MONEY DEPOSIT (EMD)	<u>INR 1,40,000 /- (INR One Lakh Forty Thousand Only – Interest free)</u>
PERIOD OF CONTRACT	<u>5 years plus two extensions of 3 months each at the sole discretion of SCI</u>

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PART - I

SECTION – I

Tender for appointment of contractor for providing office services and execution of contract for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services in SCI premises at Shipping House, Dock Office in Mumbai and Security Services at MTI, Powai

GENERAL INFORMATION

1. Sealed tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as "the Corporation") **from reputed firms with minimum 3 years of experience during– FYs 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 and having average annual turnover of more than Rs. 1 Crore p.a.)** for appointment of contractor for providing "office services" which include work of General Upkeep & Cosmetic Maintenance and Reception & Miscellaneous Services. The services of General upkeep, Cosmetic Maintenance, & other Misc. Services are required at Shipping House, Madame Cama Road, Mumbai 400021 and SCI Dock office, Hydraulic Bhavan, P&V Docks, Mumbai 400009. The Security Services under this tender are required by the Corporation at its Maritime Training Institute, Adi Shankaracharya Marg, Powai, Mumbai 400072.

Further, for the sake of considering Work Experience, only those contracts/work orders of PSUs/PSBs/Reputed Corporate Firms shall be taken in to account in which the nos. of workers provided is greater than 20 and contract labour license was issued by office of relevant Regional Labour Commissioner.

2. **PERIOD OF CONTRACT**

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

3. Tender documents can be collected on payment of **Rs. 2950/- (Rs. 2500/- (cost of set) + 18% GST)** per tender set as tender fees (non refundable) in the form of Demand Draft only, drawn in favour of **"The Shipping Corporation of India Ltd., payable at Mumbai.**

The said forms can be obtained at the following address:

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

Tender documents are also available for downloading from SCI website www.shipindia.com and **Central Public Procurement Portal (CPPP) of Government of India website <http://eprocure.gov.in/epublish/app>.** At the time of submission of sealed tender, the tenderers who have downloaded the tender documents from website are required to submit, along with the sealed tender documents, a crossed "Account Payee" Demand Draft of **Rs. 2,950/- (Rs. 2500/- (cost of set) + 18% GST)** drawn in favour of "The Shipping Corporation of India Ltd.", payable at Mumbai towards tender fee. **Sealed tenders received for submission without tender fee will not be accepted.**

4. (a) Tenders in the enclosed tender form, duly completed and signed on each page, should be sent in duplicate (Original plus copy, both signed in original and stamped i.e. the duplicate copy should also bear the original signature and not a carbon signature) by registered post/courier service/hand delivery, in a sealed cover (envelope).

The sealed cover (envelope) shall be superscribed as under:

“Admin/Clg-Sec-Misc/2019” - Tender for appointment of contractor for providing office services and execution of contract for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services in SCI premises at Shipping House, Dock Office in Mumbai and Security Services at MTI, Powai.

The sealed cover properly superscribed as above should be addressed to:

**The Deputy General Manager (Administration)
The Shipping Corporation of India Ltd., 18th Floor,
245, Madame Cama Road, Nariman Point, Mumbai-400021
Contact: 022 2277 2578 & vasant.ugar@sci.co.in**

(b) **DUE DATE:** Tender should reach Corporation’s office latest by 1700 hrs. on 24.04.2019 at the above address.

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

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

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

5. **BROAD INSTRUCTIONS FOR FILLING THE TENDER**

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

The Tender is issued in two parts:

Part I (Technical Offer) includes –

SECTION – I	: GENERAL INFORMATION
SECTION – II	: ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)
SECTION – III	: GENERAL TERMS AND CONDITIONS
SECTION – IV	: FORM OF PARTICULARS
SECTION – V	: SCOPE OF WORK & DUTIES AND RESPONSIBILITIES
SECTION – VI	: BANNING GUIDELINES
SECTION – VII	: LIST OF DOCUMENTS TO BE ATTACHED
SECTION VIII	: FORMAT OF BANK GUARANTEE FOR EMD
ANNEXURE A	: INDICATIVE LIST OF MATERIALS
ANNEXURE B	: INTEGRITY PACT

Part II (Price Offer) includes –

: PRICE OFFER FORM FOR SUBMISSION OF QUOTATION

Tenderers are requested to submit the tender documents as follows:

- i. Technical Offer” consisting of Part – I, Section I, II, III, IV, V, VI & VII, VIII, Annexure A & B in one sealed cover (Envelope I).
This first sealed cover should be superscribed on top “Part I – TECHNICAL OFFER”. Envelope I.
- ii. “Price Offer” consisting of Part – II should be submitted in a separate sealed cover.
This second sealed cover should be superscribed on top “Part II – PRICE OFFER”. Envelope II.
- iii. These two sealed covers (Envelope I and II) should then be put in the third envelope and sealed. The envelope should be addressed to the Deputy General Manager (Administration). All the sealed covers should bear tenderer’s name and address (with Phone No. and E-mail ID) on the bottom left side of the covers.

Tender documents, downloaded from the SCI website or Government website, shall be downloaded in toto, repeat in toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the bidder will be debarred from participating in future tenders of the Corporation.

6. ASSESSMENT OF TENDER

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

Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of Corporation’s Banning Guidelines by the tenderer.

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

7. 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 **Annexure B**. 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.

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

9. **VALIDITY**

- a) 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 finalization.**
- b) In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

10. **EARNEST MONEY DEPOSIT (EMD)**

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

EMD Amount: INR 1, 40,000/-

EMD will be refundable, except on withdrawal of the offer before decision and / or failure of the tenderer to accept the contract, if awarded.

The Demand Draft / Bank Guarantee for Earnest Money Deposit must be enclosed with the "Technical Offer" only and details should be indicated in the Tender Form, Part I Section IV.

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

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

PART – I
SECTION – II

TENDER FOR APPOINTMENT OF CONTRACTOR FOR PROVIDING OFFICE SERVICES AND EXECUTION OF CONTRACT FOR GENERAL UPKEEP & COSMETIC MAINTENANCE & RECEPTION & MISCELLANEOUS SERVICES IN SCI PREMISES AT SHIPPING HOUSE, DOCK OFFICE IN MUMBAI AND SECURITY SERVICES AT MTI, POWAI

ESSENTIAL CONDITION –ELIGIBILITY CRITERIA

- (1.0) The Tenderer should have minimum 3 years relevant experience of providing similar services to Govt/Quasi Govt organizations / PSUs/PSBs/Reputed Corporate Firms during last five i.e **FYs 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 and having average annual turnover of more than Rs. 1 Crore p.a.** Further, for the sake of considering Work Experience, only those contracts/work orders of Govt/Quasi Govt organizations / PSUs/PSBs/ large corporate organization shall be taken in to account in which the nos. of workers provided is greater than 20 and contract labour license was issued by office of relevant Regional Labour Commissioner. The definition of “large corporate organization” would be such organizations that have turnover of more than INR 500 Crores and it is also essential that the work orders are issues directly by the said PSU/PSB/Large Corporate/Govt./Quasi Govt. clients.
- (1.1) The Tenderer should have **positive net worth during last FY 2017-18** and submit copies of Work Order(s) & Experience Certificate(s) indicating proof of providing similar services to PSU/PSB/Large Corporate/Govt./Quasi Govt. Clients.
- (1.2) The party must be having functional office setup in Mumbai, and
- (1.3) The party must ensure & exhibit complete compliance with ‘CHECK LIST FOR DOCUMENTS TO BE ESENTIALLY FURNISHED WITH TECHNICAL BID FOR TECHNICAL QUALIFICATION’, as given in the tender document.
- (1.4) "Eligibility criterion shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications."

PART - I

SECTION – III

TENDER FOR APPOINTMENT OF CONTRACTOR FOR PROVIDING OFFICE SERVICES AND EXECUTION OF CONTRACT FOR GENERAL UPKEEP & COSMETIC MAINTENANCE & RECEPTION & MISCELLANEOUS SERVICES IN SCI PREMISES AT SHIPPING HOUSE, DOCK OFFICE IN MUMBAI AND SECURITY SERVICES AT MTI, POWAI

GENERAL TERMS AND CONDITIONS

1. PERIOD OF CONTRACT

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

2. RATES

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

2.2 Quotation comprises of:

Basic Price : Item wise single rate in Rs. (as per unit of measurement in Price offer) to be quoted.

GST : Item wise HSN codes along with applicable GST (GST, as applicable, will be payable on actual basis)

2.3 On award of the contract, the rates (Basic Price) will remain firm for the entire period of the contract and extensions, if any, opted by the Corporation. However, the statutory levies GST will be revised upwards or downwards depending on the Government guidelines/tax structure. Revision in Statutory Levies can be entertained only on production of relevant documentary support (viz. copy of Gazette) and shall be effective from the date of submission of required documents complete in all respects.

2.4 Tenderers are requested to indicate their best rates together with maximum discount at the very first instance since further negotiations after opening price offers, which is entirely at the discretion of the Corporation, may or may not take place. No revised offer shall be entertained. No conditional quotation will be accepted.

2.5 During processing of the tender or during validity of the contractual period, in case it is noticed that the rate/rates of any item/items is/are exceptionally high, the Corporation reserves the right to take such high priced item(s) out of purview / scope of the Contract.

2.6 No revised offer shall be entertained. 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 tender due date including extension period of tender due date.

2.7 Tenderers are advised to exercise care in offering the rates to ensure accuracy of the job and rates. No excuse or request for negotiations, altering rates or correcting will be entertained after the quotations (i.e. Price Offer) are opened. **All corrections, if any should be initialed by the persons signing the tender form.**

2.8 The estimated average monthly consumption provided at **annexure A** is for indicative purpose only and without any commitment from the corporation.

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

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

4. **EVALUATION**

(4.1) Tenderers must endeavor to quote for all the items in the tender schedule. In case tenderer does not quote for all the items , the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.

(4.2) GST % quoted by the tenderer shall be considered for financial evaluation and establishment of party position.

However, if the quoted GST % vary from the actual applicable GST % then in such cases at the time of award of contract or its execution thereafter, following shall apply:

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 Rate" with revised GST shall remain same as per the original "All inclusive Rate" basis quoted rates.)

If quoted GST % is higher than the actual applicable GST % - Actual GST shall be paid. There shall be no change in quoted basic price.

(4.3) Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be only on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.

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

(4.4) 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.

(4.5) Tenderers may please note that evaluation of the tenders shall necessarily take into account:

- a. experience and performance on similar or any other contracts during past 5 (five) financial 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 tenderers for award of the contract.

(4.6) The contract shall be awarded to ONE successful tenderer.

(4.7) Negotiations may also be carried out with L1 party.

(5.0) BILLING

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

The payment shall be made within 30 (Thirty days) days from the date of receipt of bills complete in all respects. Payment will be made through ECS facility directly to bank for which furnishing of Bank account details is mandatory.

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

(6.0) GST:

Registration & GST Rate

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

Invoicing & Payment

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

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

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

Input Tax Credit

7. In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any

other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.

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

Penalty for Non-compliance of GST Act

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

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. 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).
14. The **Prices quoted above must be inclusive of all taxes and duties and inclusive of GST**, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

(7.0) RISK PURCHASE CLAUSE

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

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

(8.0) 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:

(8.1) Involved in wrongful billing

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

Guarantee Amount. Further, the Corporation reserves the right to initiate action against the Successful tenderer as per banning policy and guidelines of the Corporation

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

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (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.

(9.0) DISQUALIFICATION

The tender is liable to be disqualified if:

- (i) Not submitted in accordance with terms and conditions of the Tender documents.
- (ii) Not accompanied by Earnest Money Deposit and/or Tender Fees in the form of Pay Order / Demand Draft/Bank Guarantee.
- (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.
- (xiii) Canvassing in any form shall lead to disqualification.
- (xiv) If tenderer is found to be in arrears or default with regard to payment of dues Government Agencies.
- (xv) Not fulfilling the eligibility criteria mentioned at Part I- Section II.

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

be taken from SCI before participation in tender process. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice

(11.0) 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.

- (12.0)** 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.

- (13.0)** 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.

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.

(14.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- a. The successful tenderer will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract or Rs. 10,00,000/- (Rupees Ten Lakh only) whichever is less, in the form of DD/PO/ Bank Guarantee (only in case amount exceed Rs 50,000/-) , 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.

- b. Performance Guarantee of equal amount as of Security Deposit in the form of DD/PO/ Bank Guarantee(only in case amount exceed Rs 50,000/-) , of any Nationalized Bank 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. Performance Guarantee should be valid for the full period of the contract including the extension period plus three months.
- c. 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.
- d. 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.
- e. No interest shall be payable on the Security Deposit and Performance Guarantee.
- f. The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconception or misstatement.
- g. The Security Deposit and/ or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- h. If the corporation has terminated the contract (or) if the corporation is entitled to terminate the contract, the corporation shall be entitled to demand and recover from the contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit/Performance Guarantee, whichever is higher.

(15.0) BANNING GUIDELINES

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

(16) 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.

(17) SECURITY CLAUSE

- a) While evaluating tenders regard would be paid to national defence and security consideration.
- b) The tenderer shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the Tenderer.

(18.0) EMPLOYMENT OF WORKERS

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

purpose of performing the contract if so awarded against this tender and the tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.

The contractor shall in all respects comply with all requirements of Minimum Wages Act, as applicable in Central Establishments, the Contract Labour Act, The Employees' State Insurance Act, Employees' Provident Fund Act, Payment of Gratuity Act, Industrial Disputes Act, 1947, Payment of Bonus Act, regulations of Maharashtra Pollution Control Board and of any other relevant law for the time being enforced and shall keep the SCI fully indemnified against any or all liabilities and responsibilities under the said Acts and Schemes there under. In the event of the Contractor not making payments, statutory deductions as per the laws applicable to the concerned workmen, the SCI will have the right to deduct an equivalent amount from the dues payable to the contractor.

(19.0) 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.

(20.0) 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.

(21.0) 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.

(22.0) CONCILIATION

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

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

(23.0) 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.

(24.0) 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.

(25.0) 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.

(26.0) WAIVER

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

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

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

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

(28.0) 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 will be placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.

k

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

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

Place:

Date:

.....

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

Declaration:

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

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

Place:

Date:

PART - I

SECTION – IV

Tender for appointment of contractor for providing office services and execution of contract for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services in SCI premises at Shipping House, Dock Office in Mumbai and Security Services at MTI, Powai
FORM OF PARTICULARS

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1.	Name of the Firm and Full postal address with Pincode (<i>enclose address proof</i>)	
2.	Landline Telephone(s), Mobile Nos and Fax Nos. Email and web address	
3.	Whether Proprietary/Partnership/ Limited/Company and date of constitution?(Provide date & proof of establishment/ incorporation)	
4.	Income Tax PAN (enclose copy)	
5.	GST Reg. No. (enclose copy)	
6.	Profession Tax Registration No. (enclose copy)	
7.	Name of the main Partner/s, Name of the Proprietor in case of Proprietary concern. Names of the Directors in case of a Limited Company.	
8.	Name of Manager or Managing Partner/ Director responsible for day-to-day conduct of business.	
9.	Name/s of other Firm/s, Companies in which you are connected/having interest. If answer is affirmative, please declare full particulars.	
10.	Whether any litigation is pending against you in respect of contracts of similar nature or for any violation of relevant law like Contract Labour (Regulation & Abolition) Act, etc.? If so, give Details.	
11.	In the past, whether any PSU/Govt./SCI has banned and/or blacklisted and/or taken any punitive action against your firm? If yes, state details/reason.	
12.	Is your firm classified as belonging to Micro, Small and Medium Enterprises? If yes, specify category and furnish valid documentary evidence.	
13.	Whether your firm has been disqualified by any PSU/Govt./SCI at any time in the past for supply of services referred to in the tender? If yes, state reason.	
14.	Enclosed Bankers' Certificate indicating the financial status and credit facilities available to the tenderer indicating the solvency amount of Rs. Fifty lakhs (50,00,000/-)? (Mandatory for technical qualification)	
15.	Whether any member of your firm/company has any relation employed in SHIPPING CORPORATION OF INDIA? If yes, give full details.	
16.	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as VP/DGM or higher level in the preceding two	

	<p>years as on bid closing date. If yes, please furnish name and designation of that officer in your firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be mentioned. Role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made should be clearly spelt out.</p>	
17.	<p>Your Banker's Name and address, You're A/c No., IFSC code and Account Holder's Name. (Enclose a cancelled cheque, Mandatory)</p>	
18.	<p>Whether your firm has attached duly audited copies of Work Orders, Profit & Loss Account and Balance Sheet for substantiating minimum 3 years experience during FY 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 and having average annual turnover more than Rs. 1 Crore p.a</p>	
19.	<p>Whether your firm has attached copy of the I.T. Return filed for the last three assessment years (inclusive of AY 2017-18) with acknowledgement (as applicable).</p>	
20.	<p>Any additional information forwarded by your firm.</p>	
21.	<p>Tender Fee & Earnest Money Deposit Details</p>	<p>DD/PO No: Date: _____ Drawn on _____</p> <p>DD/PO/BG Details : Date: _____ Drawn on _____</p>

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

Date:

Place:

 (Signature of Tenderer)

Full Name & Designation:

Rubber Stamp:

PART – I

SECTION – V

Tender for appointment of contractor for providing office services and execution of contract for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services in SCI premises at Shipping House, Dock Office in Mumbai and Security Services at MTI, Powai

INDICATIVE SCOPE OF WORK (DUTIES & RESPONSIBILITIES) AND RELATED TERMS & CONDITIONS

1. The objective of this Tender is to have an arrangement for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous and Services Security Services at Corporation's premises located at Mumbai. The services of General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services are required at Shipping House, Madame Cama Road, Mumbai 400021 and SCI Dock office, Hydraulic Bhavan, P&V Docks, Mumbai 400009. The Security Services under this tender are required by the Corporation at its Maritime Training Institute, Adi Shankaracharya Marg, Powai, Mumbai 400072.
2. The Contractor must ensure the servicing of the contract by employing/deploying suitable personnel on their own and at their own cost & responsibility. The Contractor shall also deploy on-site supervisors to ensure satisfactory execution and timely completion of activities covered under the contract. The Contractor must also ensure that the personnel & supervisors deployed abide by all rules and regulations applicable in SCI premises.
3. It is expressly understood that the bidder has inspected the premises, where the works under the contract are to be carried out, before offering the tender and has obtained for himself at his own responsibilities and cost all the information including provision of materials and made her/himself conversant with all the local conditions and requirements with their quantum which may be necessary for the successful execution of the contract.
4. The team of personnel to be deployed by the contractor in SCI premises must be pre-approved by the SCI.
5. The Personnel so deployed by the Contractor shall be in the employment of the contractor all through the period of contract or till they reach 60 years of age, whichever is earlier. In case of any attrition due to any reason including untimely death, no substitute or badli workers will be inducted and work has to be managed with the reduced strength.
6. Informatively the present contracted service provider deploys a total of **66 workers (General Upkeep-43, and MTI Security Guards-23)**. These workers, *through their union, have signed a MOS with their contractor which governs their duty hours, wage payable and other benefits, duties and responsibilities.*
7. SCI shall reimburse wages AND Mediclaim Policy Premium (the policy shall have to be first approved by SCI) payable to these personnel deployed by the contractor in full during the validity period of the contract. Apart from the same, the contract service provider i.e. the contractor shall enter into a contract with SCI (the principal employer) for the said period and shall also be paid a lump sum monthly service charges as remuneration for providing the service, supervision of services and material as described in length of this document. Detergents/Liquid soap, standard chemicals of only ISI compliant brands should be used, as required for purpose of the contract. The same should get approved by the corporation before usage.

8. Additionally, Contractor shall only be reimbursed the cost at actual as approved by SCI towards providing stitched uniform, Shoes & Socks, Woolen Jersey, Umbrella, etc. to all/any workers/supervisors as per the direction of Principal Employer (SCI). The current practice is detailed as below –

General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services –

DESCRIPTION OF ITEMS	QTY	FREQUENCY	Remarks
Uniforms – Pair of Shirt & Pant	Three Pairs	Once a year	To be issued before 10th January every year
Shoes	One pair	Once a year	To be issued before 10th January every year
Socks	Two pairs	Once a year	To be issued before 10 th January every year
Umbrella	One No.	Once in two years	To be issued before 10th January on year of entitlement
Woolen Jersey	One No.	Once in three years	To be issued before 10th January on year of entitlement

9. SCI ensures to make reimbursements to the contractor by ECS for all payments including wages paid to the workers within 30 days of submitting due invoice. However, for any unforeseen or non intentional delay in the reimbursements by SCI, the contractor should have adequate financial strength to sustain working upto 2 months. **Indicatively, the relevant current monthly wage bill is around Rs. 40 Lakhs.** The decision on the fitness of work will be with the concerned officer of this Corporation and will be binding on the Contractor.

10. Following are the job responsibilities of the contractor:

- i) Employing/engaging workers/personnel to service the contract as detailed in this tender document
- ii) **The contractor will make his own assessment about the quantity of required items of material and will keep adequate quantity of stock of material (also availability of items to be maintained in all the toilets, and on floors) for satisfactory cleaning.**

These items indicatively shall include but not limited to –

- a. Items required for cleaning and related maintenance of interior and exterior of our premises like, Floor/Glass/Table Dusters, Room/Air Freshener, Washing Powder, Bucket, Pipes, Mops with rods of sufficient lengths, Toilet brush, Hand gloves, Dust bins & drums, Ladder, Glass punch mop, Wiper with handle of sufficient length, Acid, Collin, Carpet brush hard/soft, etc,
- b. Items required as toiletries like, Hand wash, Liquid soap, Air freshener, Toilet paper rolls, and
- c. Any other material(s) pertinent to effective discharge of scope of work defined in this tender document.

No revision in quotations shall be allowed during the entire duration of contract. The complaints regarding insufficient quantity of material supplied by the contractor will be dealt seriously and appropriate deductions as deemed fit will be deducted from the bills of the contractor. The decision of SCI in this regard will be binding on the contractor.

11. The indicative scope of work is mentioned from A- N, however same is not exhaustive. The scope of work also includes engaging the services of personnel for miscellaneous office works (i.e. like shifting of files, furniture, etc.), or any other service assigned to them from time to time by the Corporation. Below :

- A. Sweeping & wet mopping of all floors i.e. Ground, 1st to 19th Floor, Basements including lift lobbies, workstation area, cabin enclosures, other working/office areas etc.
- B. Collecting of waste from the waste paper basket and storage at common place, at basement

- C. Dusting & wiping of pedestal fans, cabins including desk chairs, tables, side-units, sofas & other furniture on the floors.
- D. Sweeping of internal stairs, Drive way and compound area around the office premises.
- E. Cleaning of window glasses from inside as well as outside all around the building on ground floor
- F. Sweeping & wet mopping of Atrium, Entrance Lobbies, Lift Lobbies on Ground Floors.
- G. Providing services to carry out misc. works such as filing, shifting of materials from one floor to another , messenger service, etc. or any other assignment given by the corporation.
- H. Cleaning of Pantry and Toilets along with toilet fixtures such as urinal, washbasins, W.C., mirror, lights, doors, dustbins, buckets, mugs in the toilet etc. Removing of cobwebs from ceilings, Scrubbing of all walls and floor in the toilet thoroughly in the morning and thereafter every hour a check should be maintained to keep the toilet clean and dry. Soap containers fitted in the toilets should be filled every day .
- I. Cleaning of sign boards, signage, nameplates etc.
- J. Polishing Brass items (loose & fixed) by using Brasso
- K. Cleaning, sweeping of terraces, Shaft areas and basement etc.
- L. Scrubbing and washing of stairs & removing pan stains if any from the corners
- M. Dusting, cleaning etc. of roller/Vertical blinds to keep them in working condition throughout the year
- N. Removal of stagnant water from terrace and canopies and External drainage cleaning

O. In addition to routine work, contractor will also have to engage his own labour and clean the water storage tanks in the basement and on the terrace of the Shipping House as per the frequency mentioned below and also clean the drainage lines, manholes etc. in our compound:

Cleaning of three fresh water tanks in basement four times in a month
 Cleaning of three overhead water tanks on top of Shipping House four times a month
 Cleaning of drainage on ground floor four times in a month
 Cleaning of drainage in basement four times in a month

- i. The contractor with his own men and material should remove from all the surfaces, stains, cement and such other things which might have dried, while some repair jobs are carried out by other agencies with the help of approved removing materials required for individual nature of work, at no extra cost;
- ii. Contractor's workers shall assist in shifting around of furniture items/records if and when required;
- iii. The contractor shall ensure that Garbage/Waste collected in garbage bags / bins from various floors in the building is disposed off outside the premises at BMC Garbage bins as per BMC rules.
- iv. Attending to welfare activities of these contract workers;
- v. Seeking registration from Regional Labour Commissioner for these contract workers;
- vi. Payment and liaison work with Regional Employees Provident Fund Commissioner;
- vii. Payment and liaison work with Regional Employees Professional Tax Commissioner;
- viii. Payment and liaison work with State Welfare Fund Commissioner;
- ix. Payment and liaison work with GIC Housing Finance Ltd, Mumbai or any other bank/HDFC etc. for Housing loan availed by the contract workers;
- x. Payment and liaison work with insurance company for mediclaim policy of contract workers;
- xi. Management of payment of monthly wages to contract workers on or before 7th day of each month for the preceding month as per applicable Memorandum of Settlement;
- xii. Providing uniforms to the contract workers as per instructions of SCI. The expenditure will be reimbursed by SCI;
- xiii. Management of all office services related to the contract workers like attendance record, leave records, record of medical facilities, records of various benefits applicable to the contract workers like LTC, PF, bonus, gratuity, uniforms, etc.,
- xiv. Maintenance of all records, registers etc. required for inspection of SCI & Govt. authorities, including monthly attendance and leave records of the workers;

- xv. Contractor shall comply with all the commitments agreed as recorded in the agreement made between the contractor and the Union of the contract workers. The copies of latest agreement between the existing contractor and Union of contract workers are available in the office for inspection during working hours.
 - xvi. Maintenance of records and registers as required by The Contract Labour Act, Central and other applicable rules in force from time to time; and
 - xvii. Any other job and liaisoning work not described herein but critical to nature of the subject contract like transfer of PF A/c from existing contractor, etc.
 - xviii. The facilities at the premises may be used by the contractor only to the extent available and convenient to the Corporation. However contractor shall ensure at his own cost security arrangement for his materials stored in the premises.
 - xix. The Corporation shall undertake to provide water supply to the contractor for the purposes for carrying out the works and for purposes of drinking by the Contractor's workers. Contractor shall be provided by the Corporation sufficient electrical lighting.
 - xx. Contractor will also ensure that his workers display Photo identity cards issued by the Contractor while on duty on the premises of this Corporation.
12. Should an occasion arise when work is affected due to non supply of materials by the Contractor and if SCI has to supply the same, under aggrieved circumstances, the cost of such materials will be recovered from the contractor's bills. The workers may be required to go from their place of posting (site of work) to other office premises as and when required for which they will have to be paid bus fare by the Contractor and no separate payment will be made by SCI.
 13. The contractor must ensure supervision of jobs at his/her own cost, to ensure satisfactory and timely completion.
 14. The contractor shall be liable to reimburse to the Corporation any fines/penalties or any other payments imposed by the Government Authorities for Contractor's failure to comply with any requirement under the relevant laws and rules applicable from time to time. Similarly, contractor shall also be responsible to any damages caused to the property of the SCI due to carelessness or improper/poor quality of job carried out by him/her.
 15. The Contractor shall ensure total industrial peace during the tenure of contract and the contractor shall be entirely responsible to solve any labour problems under these contracts and smooth and efficient services are rendered to the Corporation. No complaint, whatsoever, shall be entertained by the Corporation in this respect.
 16. The contractor shall comply with all other statutory requirements in respect of payment of wages, bonus, gratuity, Labour License, provisions of Contract Labour Act, etc. These rules & regulations shall include the ones currently in force as well as those which are imposed in future by the Government/Authorities, during the tenure of the contract.
 17. The contractor will have to take out and submit the following insurance policies to cover all risks for the workers employed by Contractor before raising his/her first invoice and keep these policies valid throughout the contract period -
 - i) Workmen's Compensation
 - ii) Third Party Risks/Liability
 18. Contractor shall quote a lump sum monthly service charge as remuneration for supervising and managing the said team of contract workers and associated work listed above. Quoted lump sum monthly service charge shall include -
 - o Charges towards the 'job responsibilities' described within the length of this tender document,
 - o Worker related Supervision & their Management charges,
 - o Break-up details of all State / Central Government taxes and applicable levies / duties mentioning rate of incidence and quantum for reimbursement at actuals. Also, any change and / or additional taxes, levies / duties that the Government may impose subsequent to the signing of the contract shall be paid extra at actual as and when applicable during the currency of the contract period on submission of documentary proof of having paid these taxes, duties, and levies.
 19. It must be clearly understood between the Corporation and the Contractor that the contract workers shall remain contractor's employees and also liability / responsibility of the contractor at all times during the period of validity of contract and never that of the Corporation and this is the fundamental basis of this contract.

20. The successful contractor will have to indemnify the Shipping Corporation of India Ltd., in the event of the Corporation being made liable to pay compensation to third party or to any contractor's workers.
21. During the period of contract, if the Corporation finds that the contractor's services are unsatisfactory, the corporation reserves the right to terminate the contract as and when required with 1 month notice as per the discretion of Management and make payment on pro-rata basis after making deductions, if any.
22. Should the contractor die or become insolvent or bankrupt or commit any breach of contract, the corporation shall be entitled forthwith by notice in writing to contractor or his legal representative to decide whether to continue the contract, in such time and manner and by such persons as the Corporation shall think fit as the risk, cost and liability of the contractor.
23. Contractor shall ensure that no contractor's staff or any of the contract workers stays in the office premises after completion of their work and when not on duty.
24. All manpower deployed by the contractor shall remain to be its employees and also liability / responsibility of the contractor at all times during the period of validity of contract and never that of the SCI. Contractor must also ensure that, its deployed workers & supervisors must abide by rules & regulations applicable in SCI premises.
25. The Contractor shall not use such documents, data and other information received from the SCI for any purpose other than the work and services as are required for the Performance of the Contract. Similarly, reports and/or designs/layouts prepared by the contractor for SCI under the contract shall not be reproduced/disclosed elsewhere without prior explicit written approval from SCI.
26. The contractor also agrees to follow all applicable safety rules and common precautions while servicing the contract for direct and indirect safety of all involved and also to ensure no damage is caused to property. By way of mere submission of bid towards this tender, the successful contractor indemnifies the Shipping Corporation of India Ltd., in the event of the Corporation being made liable to pay compensation to third party or to any of contractor's workers, in due course of servicing of the contract. Contractor shall also be responsible to any damages caused to the property of the SCI due to carelessness or improper/poor quality of job carried out by him/her.
27. If awarded with the contract, required Contract Labour License shall be submitted within 15 days of issue of WO and before commencement of job.
28. Personnel so deployed in the SCI premises under this contract should take prior approval from the contractor before proceeding on leave/any absence from the work. In case of unauthorized leaves/absence necessary action as applicable should be taken by the contractor.

PART – I

SECTION – VI

BANNING GUIDELINES DOCUMENT

Policy and Guidelines for Removal / Suspension / Banning of Entities

(1.0) Introduction.

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

This guideline on banning unscrupulous elements / parties is being adopted to weed out corrupt practices and their recurrence from the system. During the proceedings as laid down in this document, the party / parties would be provided with ample opportunity to tender their explanations along with documentary evidence to present their case which would be duly considered based on the principles of natural justice. The banning guidelines are not applicable for poor performance or any inadvertent or unintentional lapse on part of the party.

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

(2.0) Scope:

- 2.1 The guiding principles and processes for (i) Removal of an Entity from the approved list (ii) Suspension and (iii) Banning of an entity from doing business with the Corporation, for a specified period, are laid down herein.
- 2.2 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- 2.3 It is clarified that these guidelines do not deal with poor performance of the Entities.
- 2.4 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

(3.0) Definitions:

In these Guidelines, unless the context otherwise requires:-

- i. The Expression 'Party / Contractor / Bidder / Vendor / Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.
- ii. 'Inter-connected Entity' shall mean two or more companies having any of the following features:-
 - a. If any or all of the Partner(s) / Functional Director(s) are common.
 - b. If the Management is common;
 - c. If the entity is controlled or is otherwise subservient to an entity against which action under these guidelines is taken or contemplated.
- iii. 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a. For banning any Entity, Indian or foreign, the “Competent Authority” would be a “Committee of Directors” comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.
- b. The Chairman & Managing Director, SCI, shall be the ‘Appellate Authority’ in respect of such cases. In case the original contract has been approved by the Chairman, then, for banning of the party, the competent authority would include the Chairman & Managing Director, Director (Finance) and Directors of the concerned operating divisions. In such a case an Appellate Authority would be the SCI Board of Directors or a committee formed by the Board for the purpose.

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

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

- iv. ‘Investigating Department’ shall mean any department / division / office of SCI investigating into the conduct of the Entity and shall include “Central Bureau of Investigation, the State Police or any other authority or entity set up by the Central or State Government having powers to investigate”.
- v. List of ‘Approved Entities’ – shall mean and include list of approved Parties / Contractors / Suppliers / Bidder / Vendor / Agents’, if registered / contracted with SCI.

(4.0) Grounds for initiation of Banning Business Dealings:

- 4.1 If considerations of security, sovereignty or friendly relations of the state with other countries or reasons of trade or commercial confidence of SCI so warrant.
- 4.2 If any persons by whatever designation / name holding control of the entity or having substantial influence in the affairs of the entity is convicted by a Court of Law for offences involving moral turpitude, during the last five years.
- 4.3 If there is strong reason to believe that the Directors, Proprietors, Partners, Managers of the Entity have been guilty of malpractices such as bribery, corruption, fraud, misrepresentation of facts, interpolations or other unfair / unethical practices.
- 4.4 If the Entity continuously refuses to return / refund the dues of SCI without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 4.5 If business dealings with the Entity have been banned by the Govt. or any other Central Public sector enterprise, then, such banning can also be extended for the same period as banned by the concerned Govt. / CPSE.
- 4.6 If any recommendation is received from Vigilance Division to ban business dealings with the Entity.
- 4.7 If the Entity has resorted to corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts.
- 4.8 If the Entity uses intimidation / threats or brings undue outside pressure on the Corporation (SCI) or its officials in acceptance / performance of the job under the contract.
- 4.9 If the Entity indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 4.10 Established litigant nature of the Entity to derive undue benefit;
- 4.11 If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation’s properties including land, water resources, forests / trees, etc.
- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.

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

(5.0) Initiation of Banning / Suspension:

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

(6.0) Suspension of Business Dealings during Investigation period:

- 6.1 If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform its Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2 The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.
- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.

(7.0) Banning of Business Dealings:

- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist

of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:

- i. To examine the report other material and circumstances to determine whether or not if a prima-facie case for banning exists.
- ii. To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
- iii. To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
- iv. To submit recommendations to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 9.1 and an enquiry held accordingly.

(8.0) Removal from List of Approved Entities - Suppliers/Contractors, etc.:

8.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.

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

8.3 Past performance of the Entity would be taken into account while processing for approval of the Management for awarding the contract.

(9.0) Show-cause Notice:

9.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehavior 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 / Contractors, etc. or
- c. For banning business dealings with the Entity.

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

(10.0) Appeals against the Decision of the Competent Authority:

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

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

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

- 11.1 The banning order will be issued to the Entity by the concerned contracting Divisional Director. It will also be circulated to all the Divisions and branch offices of the Corporation and the names of the banned entities will be posted on the SCI website.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of the Entity with whom business dealings have been banned, to Government Departments, other Central Public Sector Enterprises, etc. for such action as they deem appropriate.
- 11.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.
- 11.4 If business dealings with any Entity have been banned by the Central or State Government or any other Central Public Sector Enterprise, SCI may, without any further enquiry or investigation, issue an order banning business dealing with the Entity and its inter-connected Entities.

(12.0) These guidelines will form part of the Tender document.

PART – I

SECTION – VII

Tender for appointment of contractor for providing office services and execution of contract for General Upkeep & Cosmetic Maintenance & Reception & Miscellaneous Services in SCI premises at Shipping House, Dock Office in Mumbai and Security Services at MTI, Powai

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

1. Tender Cost of Rs. 2,950/- : DD/PO No. _____
by way of Demand Draft/Pay Order Date: _____
(DD/PO to be attached) Drawn on _____
2. Earnest Money Deposit of Rs. 1, 40,000/- : DD/PO/Bank Guarantee No. _____
by way of Demand Draft/Pay Order Date: _____
/Bank guarantee. Drawn on _____
(DD/PO/Bank Guarantee to be attached)
3. List of clients served/are being served along with value of contract:
(Please attach copies of experience certificates towards substantiating minimum 3 years experience during FYs 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18. For the sake of considering Work Experience only those contracts/work orders of PSUs/PSBs/Reputed Corporate Firms shall be taken in to account in which the nos. of workers provided is greater than 20 and contract labour license was issued by Regional Labour Commissioner)

Sr. No.	Name of PSU/PSB/Large Corporate House	Type of service(s) rendered	Labour license issued by RLC (Nos. & attach copy)	Value of Contract	Length of service		
					Date From	Date To	Total Period
1.							
2.							
3.							

Please attach separate sheets, if required.

4. All the pages of this tender document : Yes/No?
duly signed, implying acceptance to all the terms & conditions described throughout the length.
5. Form of Particulars of Tenderer duly filled. : Yes/No?
6. Copy of Income Tax PAN : Yes/No?
7. Copy of GST Certificate No. : Yes/No?
and date of issue.
8. Copy of Employees' Provident Fund : Yes/No?
Registration No. and date of issue.

9. Copy of Profession Tax Registration No. & date of issue. : Yes/No?
10. Copy of Valid Contract Labour License No. issued by Regional Labour Commissioner : Yes/No?
11. Copy of Registration / License of firm under Shop & Establishment Act/Municipal Corporation : Yes/No?
12. Enclosed published / Audited Balance Sheet / Annual Report of the Company/Firm establishing average annual turnover more than Rs. 1 Crore p.a. and minimum 3 years experience during FYs **2013-14, 2014-15, 2015-16, 2016-17 and 2017-18** ? Also enclosed, Bankers' Certificate indicating the financial status and credit facilities available to the tenderer indicating the solvency amount of Rs.50 lakhs?
: Yes/No?

13. **Integrity Pact (Document provided as 'Annexure B' at end of this tender):**

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 **Annexure-B**. 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 and the EMD shall stand forfeited.**

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

The contact details of the Independent External Monitor are as follows:

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

Whether Integrity Pact duly signed: Yes/No?

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

Place:

Date:

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 – VIII

Bank Guarantee in lieu of Earnest Money Deposit for Tender

To,

Sir,

WHEREAS _____ a company within the meaning of the Companies Act, 1956/ a Partnership firm having its registered office at _____ (hereinafter called “the Bidder”) have in response to your Tender Notice dated _____ offered execute the work as contained in Bidder’s letter No. _____ dated _____.

AND WHEREAS the Bidder is required to furnish to you, Shipping corporation of India Ltd, (SCI) a Bank Guarantee for the sum of Rs. _____ as Earnest Money against the Bidder’s offer as aforesaid;

AND WHEREAS We _____(BANK)_ have, at the request of the Bidder, agreed to give you this guarantee as hereinabove contained;

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Bidder shall remain open for acceptance by you (SCI)during the period of validity as mentioned in the tender or any extension thereof and if the Bidder shall for any reason shall fail to perform or withdraw his offer, whether expressly or impliedly, from the said tender during the period of its validity or any extension thereof, We hereby guarantee to you the payment of the sum of Rs. _____ on demand, notwithstanding the existence of any dispute between SCI and the bidder in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to negotiate further with Bidder 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 Bidder.
- (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 Bidder.

- (c) That any sums of money settled between SCI and the Bidder shall be conclusive evidence of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till the Bidder, 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.
- (e) That the expressions “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully,

PART – I
Annexure A

Indicative Avg. Monthly Consumption of cleaning material as per existing contractor *		
MATERIAL LIST		
DESCRIPTION OF ITEM	UNIT	QNTY.
FLOOR DUSTER (BIG)	NOS.	70
GLASS DUSTER (RED)	NOS.	60
GLASS DUSTER (BLUE)	NOS.	60
TABLE DUSTER (BIG)	NOS.	60
ROOM FRESHNER CONCORD	NOS.	48
NAYLON KATHA	NOS.	60
ODOPIC POWDER (1 KG)	NOS.	20
HIT SPRAY BLACK (500 ML)	BOTTLE	10
HIT SPRAY RED (500 ML)	BOTTLE	10
BLEACHING POWDER (200GMS.)	PACKET	10
COLLEN (500 ML)	BOTTLE	12
DETTOL (500 ML)	BOTTLE	25
DETTOL PUMP (250 ML)	NOS.	25
SCOTCH BRITE	NOS.	60
WHEEL POWDER (1 KG)	PACKET	25
NAPHTHALENE BALLS	KG	8 kg
STEEL MOP	NOS.	35
HARD BROOM	NOS.	15
SOFT BROOM	NOS.	15
CLIP & FIT MOP	NOS.	13
AIR FRESHNER SQUARE (50 MS)	NOS.	60
SANICUBES (200 GMS)	PACKET	60
PHENYL	LITRE	20 Ltrs
LIQUID SOAP	LITRE	35 x 5 Ltrs
HARPIC(500 ML)	BOTTLE	48
HYDROCLORIC ACID	NOS.	10 Ltrs
TASKI R-4	NOS.	-
TASKI R-2	NOS.	10 Ltrs
CADDY CLEANING BUCKET	NOS.	-
DRY MOP FRAME	NOS.	10
TASKI R-9	NOS.	-
STEEL WOOD PAD 17	NOS.	5
FLOOR PAD GREEN	NOS.	5
FLOOR PAD RED	NOS.	2
TASKI R-5	NOS.	10 Ltrs
ALL CLEAN CONCENTRATE	LITRE	-

BUTCH(BIG)	NOS.	6
BRASSO (500 ML)	LITRE	5 (500 ml)
CARPET BRUSH HARD	NOS.	-
CARPET BRUSH SOFT	NOS.	-
FEM SOAP (1 LTR)	250 ML	25
ODONIL (50 GMS)	NOS.	60
DESCRIPTION OF ITEM	UNIT	QNTY.
YELLOW DUSTER	NOS.	36 Big
TOILET PAPER ROLL 200 MG (MED-SIZE)	NOS.	300
BUCKET SMALL	NOS.	6
VIM BAR	NOS.	20
LPLASTIC SKUZZY	NOS.	12
DUST PAN	NOS.	12
COTTON VISE	KG	-
TOILET BRUSH WOODEN	NOS.	10
BUCKET(20 LTR CAPACITY)	NOS.	6
DUST BIN	NOS.	10
HAND GLOVES	PAIR	8
PITAMBARI 200 GM	NOS.	12
WIPER BIG	NOS.	6
CAUSTIC SODA	KG	-
PLASTIC MUG	NOS.	5
BUCKET 12 LTR	NOS.	6
LADER	NOS.	-
STEEL ROUD (6 FEET)	NOS.	4
MORO BRUSH	NOS.	-
VACCUM CLEANER	NOS.	-
GALA'S MOP POUCH	NOS.	-
80 LTR DRUMS	NOS.	2
TASKI R-6	NOS.	-
FIRST AID BOX	NOS.	-
WATER PIPE	NOS.	-
SURF POWER (1 KG)	NOS.	15
Dettol Soap	NOS.	20
URINAL SCREEN	NOS.	8
CLIP (LADIES TOILET)	NOS.	8
ESSENTIAL OIL (LEMONGRASS)	NOS.	5 Bottles of 100 ml
OTHER SUNDRY ITEMS AS AND WHEN REQUIRED		

**The estimated requirement furnished is indicative only.*

PART – I
Annexure B

INTEGRITY PACT DOCUMENT

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 and regulations, and 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 Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor 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:
 - 1.1 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 him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 1.2 The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders 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.
 - 1.3 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 Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

1. The Bidder / Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 1.1 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 immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.

- 1.2 The Bidder / Contractor will not enter with other Bidders 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.
 - 1.3 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.
 - 1.4 The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
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, before contract award 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 from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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 liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit / Bid Security, whichever is higher.
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 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

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 liquidated damages, 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 TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors

1. The Bidder / Contractor undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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

Vigilance Office.

Section 8 - External Independent Monitor/ Monitors (three in number depending on the size of the contract)

(to be decided by the Chairman of the Principal)

1. The Principal appoints competent and credible External Independent Monitor for this Pact. 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 functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
3. The 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.
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 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 of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairman of the Board 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 Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. 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.

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For the Principal

For the Bidder / Contractor

(Official Seal)

(Official Seal)

Place:

Witness: 1.

.....

Date :

.....



The Shipping Corporation of India Ltd.
(A Government of India Enterprises)

Administration Department

"Shipping House" 18th Floor, 245, Madame Cama Road, Mumbai-400021
Admin/Clg-Sec-Misc/2019

PART II

PRICE BID

Sr. No.	Particulars	Basic Price (Rs) (Exclusive of GST)	HSN Code	GST (%)
1.	All inclusive lump sum monthly service charge for carrying out the job as described through the length of the subject tender document with provision of cleaning material.			

Name & Signature of the Tenderer

with rubber stamp of the firm

Place:

Date:

Tenderers should submit the Price Offer separately in separate sealed cover.