



E-TENDER NOTICE

MTI/ADMN/420

Date: 26.06.2019

Due Date: (25.06.2019) 11.07.2019, 17:00hrs.

RFx No.9000022684

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

E-tenders are invited by SCI-MTI, Mumbai (hereinafter referred to as “The Corporation”) from reputed firms having minimum two years continuous relevant experience during the last five years in **Handling & Maintenance Services of Ship Mock-up, Fire Fighting Area and Training Equipment**, for entering into a Contract for a period of two years with SCI-MTI sole option of two extensions of three months each.

EMD: Rs.25,000/- (Rupees Twenty Five Thousand only)

Cost of Tender: Rs.2,500/- + 18% GST = Rs.2,950/- (Rupees Two Thousand Nine Hundred Fifty Only).

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

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

Eligibility Criterion with respect to Prior Experience – Prior Turnover Criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other Eligibility Criteria.

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

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

In case of difficulties in uploading the tender documents on portal (<https://etender.sci.co.in>), can contact our SRM Helpdesk team on Phone Number 022-22772343 & 022-22772349 and email ID (srm.helpdesk@sci.co.in) or Mr. Lokesh M Borade on phone No.25726023.

भारतीय नौवहन निगम लिमिटेड

(भारत सरकार का उद्यम)

समुद्री प्रशिक्षण संस्थान

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

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

दूरभाषा : 2570 1430 / 31 / 32 / 33



The Shipping Corporation Of India Ltd.

(A Govt. of India Enterprise)

Maritime Training Institute

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

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

Phone : 2570 1430 / 31 / 32 / 33

TENDER REF. NO.:	MTI/ADMIN/420
TENDER TITLE:	E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.
DUE DATE & TIME	(25.06.2019) 11.07.2019 17:00 HRS (IST)
PRE-BID MEETING	11/06/2019, 15:00 HOURS (IST) *KINDLY REFER TO THE CORRIGENDUM (IF ISSUED ANY) AFTER THE PRE-BID MEETING BEFORE SUBMITTING THE TENDER.
TENDER FEE	Rs.2950/- (Rupees Two Thousand Nine Hundred Fifty Only) including 18% GST (non-refundable).
EARNEST MONEY DEPOSIT (EMD)	<u>Rs.25,000/-</u> (Rs. Twenty Five Thousand Only) (Refundable).

CONTENTS	PAGE
<u>PART – I (TECHNICAL OFFER)</u>	
SECTION – I: <u>GENERAL INFORMATION</u>	PAGE: 03 to 06
SECTION – II: <u>ESSENTIAL CONDITION – ELIGIBILITY CRITERIA</u>	PAGE: 07 to 07
SECTION – III: <u>FORM OF PARTICULARS</u>	PAGE: 08 to 09
SECTION – IV: <u>GENERAL TERMS AND CONDITIONS</u>	PAGE: 10 to 26
SECTION – V: <u>SCOPE OF WORKS AT FFTC</u>	PAGE: 27 to 28
SECTION – VI: <u>LIST OF DOCUMENTS TO BE ATTACHED</u>	PAGE: 29 to 29
SECTION – VII: <u>BANNING GUIDELINES</u>	PAGE: 30 to 38
<u>PART – II (PRICE OFFER)</u>	
PRICE OFFER FORMAT FOR SUBMISSION OF QUOTATION	PAGE: 39 To 39

PART – I
SECTION – I

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

GENERAL INFORMATION

1. Maritime Training Institute (MTI) is located at the southern bank of the Powai Lake in North Eastern Mumbai is a Department of The Shipping Corporation of India Ltd. (SCI). SCI-MTI provides Maritime Education and Training also imparts Education on Maritime affairs. The various course participants comprise of Ships' offers – Senior, Middle, Junior Level, the Ship's Petty Officers and Crew Members. Besides this, training for all personnel from the Shore Offices is also provided.
2. **EXPERIENCE:** Bidders having **minimum two years continuous relevant experience** of having successfully completed similar works during the last five years in **Handling & Maintenance Services of Ship Mock-up, Fire Fighting Area and Training Equipment**, prior to the Tender Due Date. Indicatively, there are around 04 workers (semi-skilled) presently working under the contractor for the subject service contract.
3. **PERIOD OF CONTRACT:** The contract shall be awarded for a period of two years from the date mentioned in the work order by the SCI Management. The SCI-MTI has a sole option to extend the contract twice by three months each after expiry of the two year period as specified in Part-I, Section-IV Clause no. 3.
4. The Tender is available on our e-tender site i.e. <http://etender.sci.co.in>. The encrypted tender document is published over portal for bidders to participate in tender. Bidders have to register themselves to participate in e-tender (they will receive system generated user **ID** and **password** for logging into the e-tender portal). Bidder submit their response against tender, the response is also digitally signed by individual bidder and get save in encrypted format in system. The technical offer & price offer uploaded by bidders are protected and cannot be viewed & downloaded by any of the SCI's employees. The dealing offer can view/download the same (Technical offers & Price offers of technically qualified parties) only on technical & price opening in presence of participating bidders. All the bidders who submitted their response get intimation by system generated e-mail about technical opening of tender.

Details Tender notice is also available on SCI website www.shipindia.com and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online. Only online tenders will be accepted. No manual / postal / E-mail / Fax offers will be entertained / accepted.

EMD: Rs.25,000/- (Rupees Twenty Five Thousand only)

Cost of Tender: Rs.2,500/- + 18% GST = Rs.2,950/- (Rupees Two Thousand Nine Hundred Fifty Only)

Tender Fees & Earnest Money Deposit (EMD) amount can be remitted thru Electronic/RTGS/NEFT to SCI's/MTI Mumbai Bank Account (details given as under) before due date & time of submission. The scanned copy of Electronic Remittance towards tender fee & EMD should be uploaded in the system along with the tender.

Name of Account : M/s. THE SHIPPING CORPORATION OF IND LTD-MTI
Account Number : 50200009094718.
RTGS/NEFT IFSC : HDFC0000060 MICR: 400240015.

5. Tender quotation should be strictly in line with the “**Rate Clause No.4 of General Terms & Conditions**” and as per format of “**Price Offer**” (Part-II).
6. a) Bidders have to register themselves to participate in e-tender (they will receive system generated user **ID** and **password** for logging into the e-tender portal). Bidder are required to submit their response against tender, the response is also digitally signed by individual bidder and get saved in encrypted format in system.
- b) **Due Date:** Bidder to submit their responses before the submission deadline, and should not wait for last minutes as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.
- c) **Pre-Bid Meeting:** All the bidders are requested to attend a pre bid meeting to be held on ~~11-06-2019~~ at **1500hrs** at Sagar Gyan MTI Library, to get clarified on their doubts, if any with regards to the tender. **The Bidders are required to inspect the premises before submitting their bids. Kindly refer to the corrigendum (if issued any) after the pre-bid meeting before submitting the tender.**
- d) **Only online tenders** will be accepted. No manual / postal / E-mail / Fax offers will be entertained / accepted.

7. **BROAD INSTRUCTIONS FOR FILLING / SUBMITTING THE TENDER:** The Bidder is required to submit the Tender Form in accordance with the instructions given below:

7.1 The Tender Forms for subject tender (**RFx No.9000022684**) has to be submitted in two parts:

a) **Part-I** (Technical Offer) includes (available in Technical RFx) Folder > Public > Technical Docs) -

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

b) **Part-II (Price Offer) includes:-**

PRICE OFFER FOR SUBMISSION OF QUOTATION: [All pages of **Part-I** (Section-I, Section-II, Section-III, Section-IV, Section-V, Section-VI & Section-VII {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page) and all pages of **Part- II** should also be numbered and total number of pages should be written on first page].

Bidder should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages indicated in the covering letter. The attached each file size should not be more than 10 MB.

7.2 Bidders are requested to download both “Technical Offer” consisting of Part-I (Section – I, II, III, IV, V, VI & VII) and the “Price Bid” consisting of Part-II and save the files on their computer. Fill in all details / information required in the technical offer. All documents, certificates, authorization letters as required in the tender needs to be scanned and saved in the computer after sign and seal on each page. Technical offer and all required attachments are required to be uploaded in ‘Technical RFx’ of tender.

The quotations are required to be filled completely in Price Bid (Part-II) in the designated cells.

Once the technical offer is filled in, sealed and signed, documents pertaining to the tender are scanned and kept ready for upload and quotations are filled in Price offer files, the bidder may upload the above files and attachments in the requisite places. Kindly note to keep your complete tender document and attachments ready for upload along with login ID & password. All the documents and attachments will

need to be digitally signed while uploading. It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.

- 7.3 Tender documents downloaded from the Corporation's website/e-tender site, shall be downloaded in toto, repeat in toto and no change, whatsoever shall be made. If any alteration is made in the tender documents submitted by the bidder and if found out (be 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.
8. **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 bidder to undertake the contract and, if found unsuitable shall reject the tender in which case his "**Price Offer**" will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that **all information** required in the "**Form of Particulars**" should be properly filled in and all documents of the "**Technical Offer Part-I**", must be uploaded with the tender.
- 8.1 Once a tender is accepted on technical grounds, the selection among such technically qualified Bidders would normally be only on the basis of prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.
- 8.2 **The Bidders are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.**
9. **BANNING GUIDELINES:** The Bidder 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 Bidder 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.
10. **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.**
11. **VALIDITY:** The rates given in tender should be valid for acceptance by the Corporation up to **SIX MONTHS** from the due date. In case processing/acceptance of the tender takes more than six months, the Bidder who wishes to withdraw their Price Offer, shall have to write to the Corporation within a week of expiry of **SIX MONTHS** withdrawing their Price Offer, else the rate will hold valid till finalization of the contract. During the validity of the quotation, in case the bidder increases its Price Offer, the tender would be liable to be rejected.
12. **EARNEST MONEY DEPOSIT:** The EMD by way of Electronic Remittance for a sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) to be furnished before due date & time. No interest will be paid on EMD amount. Furnished EMD is refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.

Bidders are required to upload the scanned copy of Tender Fee and EMD to the respective folder of the bid submission.

IMP.: Tender received without Tender Fee & Earnest Money Deposit are liable to be rejected.

13. **PENALTY CLAUSE:** In case the contractor fails to provide regular services on any particular day the amount will be deducted from the bill proportionately.
14. **Designation and contact details of persons for this tender are:**
- | | |
|---|---|
| Chief Manager - I/C MTI-Admin & Dean (MS) | Deputy Manager – (MTI-Admin) |
| Phone No.: 022-25708675 (Direct) | Phone No.: 022-25726024 |
| Phone No.022-25726027 (O), Extension: 6027 | Extension: 6024 |
| Email: dk.dehury@sci.co.in | Email: i.shaikh@sci.co.in |
15. Canvassing in any form will lead to a disqualification, for which the tender can be rejected without any reasons. The Corporation reserves the right to accept or reject the entire tender without assigning any reason thereof.
16. Bidders have to sign and stamp on each page of the tender document, as a proof of acceptance of Tender Terms and Conditions. The Bidder should ensure that all pages of the tender document are **serially numbered** and total number of pages indicates in the covering letter.

Yours faithfully,

PART – I
SECTION – II

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

ESSENTIAL CONDITION – ELIGIBILITY CRITERIA

1. The Bidders should have at least **two years continuous relevant experience** (as stated in **Scope of Work** on page No. 27 & 28) in **Handling & Maintenance Services of Ship Mock-up, Fire Fighting Area and Training Equipment**, in preceding Five years from the date of publishing of above subject tender. **Please enclose Experience Certificate from reputed firms as documentary evidence.**
2. The bidder should have an **operational regional office in Mumbai MMR region** and registered with local authorities (Submit copy of Shop & Establishment Certificate).
3. The bidder should be registered with statutory authorities in **Mumbai MMR region** viz., PF, ESIC and Dy. Labour Commissioner's office etc. (Submit copy of Registration Certificate).
4. The Bidder should have positive net worth during last FY 2017-18.
5. Solvency Certificate (not older than 6 Months before the due date of the tender) of Rs.10/- Lakhs (Rupees Ten Lakhs) or above issued by your Banker (Nationalized Bank) indicating Credit Facility available to your Firm.
6. The Bidder should submit declaration - that he was never blacklisted nor was his contract terminated prior to completion of contract by any in Government/Semi-Govt./PSU/PSB/ Reputed Large Private Corporate.
7. Income Tax Department's Permanent Account Number (PAN No.).
8. GST Certificate No. and Date of issue.
9. Employee Provident Fund Registration No. & Date of issue.
10. Acceptance of General Terms and Conditions of Contract and Policy & Guidelines for Removal / Suspension / Banning of Entities.
11. Eligibility Criterion with respect to Prior Experience – Prior Turnover Criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other Eligibility Criteria.

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

N.B: Please upload this form along with the Form of Particulars duly signed and stamped on each page, in the Technical RFx of the tender.

PART – I
SECTION – III

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

FORM OF PARTICULARS

1	Name of the firm.	:
2	Full postal address. Regional Office Address in Mumbai MMR region.	: :
3	a) Telephone Nos. Office / Mobile No. b) E-mail ID (must be given) c) Regional Office Telephone No. / Fax No.	: : :
4	Status of Firm whether sole Proprietors/Partnership Limited Co. etc., Please furnish copy of declaration of Proprietary that he is the Sole Proprietor of the firm / Memorandum and Articles of Association / Partnership Deed, whichever is applicable.	:
5.	Name of Proprietor in case of proprietary firm / name of Partner / Name of Directors in case of limited Co. and their contact numbers.	:
6.	Name of Manager or Managing Partner / Director.	:
7.	a) Name of other Firms / companies in which you are connected / having interest. b) If answer is affirmative, please declare full particulars.	:
8.	Year and date of Establishment.	:
9.	Name of important customers to whom Bidder had supplied similar services in past.	:
10.	Please indicate Annual Turnover for past three financial years. Attach Published / Audited Balance Sheet / Annual report of the company / firm for the last three years (i.e. FY-2015-16, FY-2016-17 & FY-2017-18).	:
11.	Banker's Name and Address (Please attach Bank Solvency Certificate of Rs. 10 lakhs or above).	:
12.	Details of Work Experience (Copies to be attached).	:
13.	a) Whether SCI / any Shipping Company / Public sector Company at any time has banned / disqualified your firm in past for supply of services referred in this tender. b) If yes, state reason.	:

14.	Earnest Money Deposit (Electronic Receipt No. or Demand Draft No. & Date and Bank details.	:
15.	Tender Fees (Electronic Receipt No. or Demand Draft No. & Date and Bank details.	
16.	Registration / License No. of firm under Shops and Establishment Act issued by Municipal Corporation (copy to be attached).	:
17.	IT PAN No. (copy to be attached).	:
18.	GST Certificate No. (copy to be attached).	:
19.	Employees provident Fund Registration No. & Date of issue (copy to be attached).	:
20.	ESI Registration No. & Date of issue (copy to be attached).	:
21.	Total No. of employees in the Firm.	:
22.	Bidder to state whether any member of their company has any relation employed in the Corporation. If yes, give full details.	:
	Please state if any member of your Company / firm / entity has been employed in any capacity whether administrative or advisory, Ex-SCI officer who has retired from the Deputy General Manager or Higher level in preceding two years as on bid closing Date.	
	a) If the answer to is in affirmative, the name and designation of that officer in the Company, his designation at the time of retirement in SCI and his date of retirement from SCI to be furnished.	
	b) Also, the Role and responsibilities of the said officer in the Company especially with regard to this contract for which the bid is made should be clearly spelt out.	

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

I/we hereby certify that my/our firm has not been disqualified by any Office/Department/Undertakings Government/Semi-Govt./PSU/PSB/ Reputed Large Private Corporate, at any time for providing services of any description.

Place: Mumbai
Date:

Name & Signature of the Bidder
with Rubber Stamp of the firm

N.B: Please upload this form along with the Form of Particulars duly signed and stamped on each page, in the Technical RFx of the tender.

PART – I
SECTION – IV

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

GENERAL TERMS AND CONDITION OF CONTRACT

1. The e-tender should be uploaded before submission date and time mentioned in the portal, i.e. not later than 1700 hours on ~~(25.06.2019)~~ **11.07.2019**.

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

Only online tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD in the form of Electronic remittance (copy of receipt) must be appropriately uploaded in the e-tender portal.

2. **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS:** The Corporation, at its discretion, may extend the due date for submission of bids but bidder's first submission of tender shall be the final proposal. **Bidder shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extensions period of tender Due Date.**

3. **PERIOD OF CONTRACT:** The period of the contract shall be for two years from the date mentioned in the work order by the SCI Management. The Corporation will have sole option to extend the contract twice by three months each, after the expiry of two years contract period on same terms and conditions.

3.1 The rates for extension period shall be as under:

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

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

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

4. **RATES:**

4.1 The Base Rate is to be quoted with reference to the Scope of Work mentioned at Part-I, Section-V.

4.2 The Base Rate quoted & agreed by the bidder [may be after negotiation or No negotiation] shall remain firm during the tenure of the contract period & extension period of contract as mentioned above at clause 3 and **NO ESCALATIONS** whatsoever shall either be claimed or considered except as under **Clause No. 4.8 & 4.9 below:**

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

4.3 Charges in respect of Workmen's Compensation and Common Law liabilities payable by the Contractor towards injury, death etc., caused to labour and supervisory staff etc., employed by the Contractor, including of those employed / hired by them.

- 4.4 Expenses incurred by Contractor in preparation of work done certificates, invoices or any other documents and delivering the same to SCI-MTI Office.
- 4.5 The Contractor shall keep proper documentary records of work carried out and the rates shall be inclusive of the cost of preparing the same, including required stationery. The Contractor shall submit necessary information/statement to SCI-MTI Officials as may be requested from time to time.
- 4.6 The bidders are requested to quote their best and final offer in the Price Offer (PART-II) of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- 4.7 The bidders are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or any request for corrections will not be entertained after the quotations are opened. Corrections if any made before submission of the tender forms should be initialed by the person signing the tender form, failing which rates for such items will not be considered.
- 4.8 Any revision (increase / decrease) in statutory levy (GST) after the awarding of the contract will be entertained, whenever revised, subject to production of proper documentary evidence in that respect. The revision shall be granted from the date of applicability of said revision in statutory levy.
- 4.9 The rates shall not be subject to any escalation due to increase in Variable Dearness Allowance (VDA) in Minimum Wages. However, if the Basic Rates in the Minimum Wages (Central) are revised upward or down ward from time to time by the appropriate authority {Ministry of Labour & Employment Office of the Deputy Chief Labour Commissioner (Central) Mumbai}, the difference due to increase in the same and also effect of the said increase on other statutory payments like PF, ESI etc will be reimbursed or recovered from the Contractor on producing the relevant documents.
- 4.10 **NOTE: Rate should be filled in at “ITEM” tab of subject tender RfX (RfX No.9000022684) only and should not be mentioned anywhere in technical offer. Rate should be quoted strictly as per service details mentioned at Annexure-A.**

5. EARNEST MONEY DEPOSIT:

- 5.1 The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **INR 25,000/- (Rupees Twenty Five Thousand Rupees Only)** to Shipping Corporation’s Bank Account (details mentioned at clause (6) below) towards Earnest Money Deposit (EMD), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- 5.2 Copy of Bank SWIFT copy / UTR No. of electronic transfer for Earnest Money Deposit **must be enclosed with the “Technical Offer” only** and details should be indicated in the Tender Form, Part – IV.

FORFEITURE OF EARNEST MONEY DEPOSIT (EMD): The Earnest Money Deposit submitted with the tender shall stand forfeited in the event:

- 5.3 The Bidder withdraws his offer any time before the tender is finally considered / decided upon.
- 5.4 The Bidder increases the quoted prices during the validity of the tender /extension granted on the validity.
- 5.5 The Bidder seeks amendment of tender terms, or the price offer submitted after submission of tender.
- 5.6 The Bidder fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract.

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

6. Micro and Small Enterprises (MSEs) registered with bodies specified by Ministry of Micro, Small and Medium Enterprises shall be entitled for all the benefits and preferences as per Government of India directives.
7. **SCI, MUMBAI BANK ACCOUNT DETAILS:** The bank details of the Corporation’s account for Electronic Remittance is as under:-

<p>Name of Account : M/s. THE SHIPPING CORPORATION OF INDIA LTD- MTI Account Number: 50200009094718. RTGS/NEFT IFSC : HDFC0000060 MICR: 400240015.</p>
--

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

8. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

- 8.1 The successful Bidder 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 **Bank Guarantee**, which should be valid for **36 months** from date of commencement of Contract, towards satisfactory performance of the Contract. Alternatively, a Bank Demand Draft may be submitted in favour of **“The Shipping Corporation of India Ltd.”**, payable at Mumbai.
 - 8.2 **Performance Guarantee** of equal amount as of **Security Deposit** is to be paid by the successful Bidder (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
 - 8.3 If the Corporation has terminated the contract (or) if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
 - 8.4 In the event the contractor(s) gives up the work before expiry of the contract including extension periods if opted for by the Corporation, or is unable to service the contract for whatever reason, the Security Deposit and / or Performance Guarantee shall stand forfeited.
 - 8.5 No interest shall be payable on the Security Deposit and Performance Guarantee.
 - 8.6 The Corporation shall also be entitled to make recoveries from the contractor’s bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchases made against Risk Purchase Clause.
 - 8.7 The Security Deposit and / or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
9. The Security Deposit shall be refunded to the contractor on successful completion of the contract period (including the extended period if any) and upon the contractor furnishing an undertaking and indemnity bond on non-judicial stamp paper of Rs.100/- that the contractor have settled all statutory dues of their workers and in case of unsettled payments/claims, if any, the contractor will indemnify the Corporation against any claim that might be lodged by the workers against the contractor whether in the Industrial/Labour Tribunal or with the Office of the Commissioner of Labour or any other authority. In the event of any breach or violation of the terms and conditions of this contract, the Security Deposit paid by the contractor shall stand forfeited either in part or full at the sole discretion of the Corporation.
10. **It is clearly understood between the Corporation and the Contractor that the workers of the contractor will always be his workers and never of the Corporation, and this is the fundamental basis of this contract. Indicatively, there are around 04 workers (semi-skilled) presently working under the contractor for the subject service contract.**
11. **The workers are required for five days a week. However, the working days of each worker shall not exceed 20 days in a month and shall not exceed 240 days in a year. The working hours will be from 0900 to 1800hrs.**

12. All the persons employed to be engaged or deployed by the contractor for fulfilling his contract and obligations shall be the employees of the Contractor for all purposes and not those of the Corporation. As such, the Corporation will not be responsible for any injury or loss of life of the persons deployed on duty by the Contractor. The Contractor shall ensure that his workmen at all times follow rules of safety while working at heights and/or at different places needing work with attentiveness.
13. The Bidder shall ensure among his staff total industrial peace during the tenure of providing maintenance services and shall be entirely responsible to solve any labour problems of his staff directly to see that during the period of currency of the contract smooth and efficient services are rendered to the Corporation. No complaint whatsoever shall be entertained by the Corporation in this respect.
14. Every Bidder should furnish detailed information in respect of similar work which they were entrusted with or executed by them earlier or is being carried out by them at different premises in Mumbai by giving name of the employer, number of employees engaged and total amount received per month/ year. References from firms dealt with previously may be furnished along with their telephone numbers.
15. Every Bidder should furnish along with his tender, the latest Income Tax circle and/or ward or District in which he is assessed for Income Tax, the permanent Income Tax number / GIR No. and status of assessment for the financial years 2015-2016, 2016-17 & 2017-18.
16. Corporation reserves the right to terminate the Maintenance contract by giving 30 days notice in case of absenteeism of workers and the performance of the contractor is found contrary to the interests of the Corporation.
17. Corporation shall be within its right to terminate the maintenance contract forthwith in case any prohibitory /attachment order from any court or Sheriff's Office in Mumbai, is served upon the Corporation restraining them to make any payment to the contractor due to reasons such as default in payments by the contractor to any of his creditors, statutory levels or any other course of action.
18. Contract will be awarded for a period of two years from the date mentioned in the work order by the SCI Management. The SCI-MTI has a sole option to extend the contract twice by three months each after expiry of the two year period as specified in Part-I, Section-IV Clause no. 3.
19. The Contractor will have to take out the following insurance or mutual club policies to cover all risks and keep them valid throughout the duration of contract.
 - i) Workmen's Compensation.
 - ii) Third Party Risks/Liability.

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

20. Photostat copies of the relevant documents relating to insurance policies in respect of Workmen's Compensation and third party risks/liability, should be deposited by the contractor with the Corporation within one month from the date of signing of the contract failing which the Corporation will reserve the right to take suitable action as deemed fit in respect of settlement of the contractors bills.
21. First payment to the contractor will be done only after Copies of above policies are submitted in SCI-MTI office with appropriate authority.

22. The contractor shall not employ a young child, who has not completed his eighteen years of age. He shall not employ any adolescent who has not completed his eighteenth year unless he is certified fit for work as an adult as prescribed by various statutes for employment of young person for the time being in force. The contractor shall see that all the provisions regarding employment of young person covered by the Employment of Children Act 1938 and Factories Act 1948 as amended from time to time are fully complied with.
23. The contractor shall see that the provisions set forth under the Minimum Wages Act as amended from time to time and any other statutory requirements are fully complied with by him and shall maintain necessary registers and records of payment of wages, overtime, etc. paid to his workmen as required under the rules. The bidder shall comply with all safety precautions as per national and as per I.L.O Conventions (No. 62) in so far as they are applicable to this contract.
24. The contractor shall also comply with all other statutory requirements in respect of payment of wages act, bonus act 1965, gratuity act 1971 act, equal remuneration act 1979, P.F. Act 1952, Workmen compensation act 1923, ESI and other benefits as applicable as per the acts.
25. The Wage book and the Wage slips shall be prepared for a period not less than 1 month after the date of the last entry made in it. The Contractor shall allow inspection of the aforesaid wages book and wage slips to any of the workers, at a convenient time and place after due notice is received or to the Principal (MTI) or any other person authorized by SCI/Principal (MTI) on his behalf.
26. The Principal (MTI) or any other person authorized by the SCI/Principal (MTI) in this behalf shall have the power to make inquiries with a view to ascertaining and enforcing due and proper observances of the minimum wages. He shall also have power to investigate into any complaint regarding any default made by the contractor in regard to such provisions.
27. The Principal (MTI) shall have the right to deduct from the money due to the contractor, any sum required for making good the loss suffered by a worker or workers by reason of non-payment of the aforesaid minimum wages except on account of any deductions that may be permissible under any law for the time being in force.
28. The contractor shall register himself with the Labour Commissioner and obtain Licence within 1 (one) month, after awarding the contract and shall pay the necessary fees and comply with all the conditions to keep the licence valid till the expiry of the contract. A Photostat copy of such licence shall be furnished by the contractor to Principal (MTI) within one month from the date of signing the contract.
29. If the contractor fails to do so, the Corporation would be entitled to deduct the contribution of the employees as well as of the employer in respect thereof to the concerned authorities for and on behalf of the contractor and all other expenses associated with its employees from and/or out of the pending and/or subsequent bills of the Contractor.
30. The bidder shall make necessary contribution as per the laws prevailing, from time to time and more particularly the terminal benefits payable to workers and shall see that all the provisions of the law of the land as amended from time to time are fully complied with, including Provident Fund and ESI.
31. The contractor shall be liable to reimburse to the Corporation or alternatively Corporation recover from his bills, any fines/penalties or other payments imposed on the Corporation by the Government Authorities for Contractor's failures to comply with any requirements under the Law. Any failure on the part of the contractor to comply with the existing labour laws/enactment will result in termination of the contract forthwith.
32. Contractor will be responsible for any breakage/damage/pilferage to the SCI-MTI properties whether willful or otherwise by his labourers in the process of works and in such event the amount as determined by the

Corporation will be recovered from the contractor's bills. To and fro transportation cost for attending to duties at/within SCI-MTI, for the contractor/his workers will be borne by the Contractor, including cost for transportation of materials and stores items.

33. All the personnel of the Contractor while providing service at the SCI-MTI shall conduct themselves in a disciplined manner and good conduct at all times for smooth and efficient service. In case of any misbehavior /misconduct on the part of any personnel of the contractor, the contractor shall remove from SCI-MTI premises such person forthwith when asked by the Corporation to do so. Contractor should rotate his workers every half yearly and furnish such list to the Principal (MTI) from time to time.
34. Contractor should submit a complete list of all his employees with their bio-data, addresses and 2 copies of the photographs to our Security Officer through the Principal (MTI). The contractor shall in addition issue identity cards to his workers duly authenticated by him for entry/working at SCI-MTI Premises. A worker without such an identity card may not be allowed inside the SCI-MTI premises.
35. If at any time, it is observed that output/conduct of a particular worker is unsatisfactory, the Contractor agrees to replace that particular worker immediately by another suitable worker on being intimated to do so by SCI-MTI. In case of contractor changing any of his men, he shall in advance, furnish bio-data addresses and 2 copies of the photographs to our Security Officer through the Principal (MTI).
36. The contractor shall be responsible for implementation and/or of compliance with acts/regulations enacted by State/Central Government/any other appropriate authorities and SCI-MTI is to be absolved from all responsibilities as principal employer.
37. The contractor shall provide at least two sets of Boiler Suit and Safety Shoes per year to his employees at his own cost and they shall wear clean boiler suit when they are on duty. They shall display on their person their identity cards at all times when in SCI-MTI premises. Contractor shall ensure that no staff of his stays in the SCI-MTI premises after completion of their work and when not on duty.
38. **INSTRUCTIONS:** The contractor shall carry out the works in every respect in accordance with the stipulations of the contract and in accordance with the directions and to the satisfaction of the Corporation.
39. **MODE OF WORK:** Save in so far as the contract may prescribe the extent of operations the contractor shall be given provisional admittance to the premises from time to time, and subject to any requirements in the contract as to the places in which the work shall be executed. It is expressly understood that the contractor has inspected the premises where maintenance works are to be carried out before submission of the tender and has obtained for himself at his own responsibilities and cost all the information which may be necessary for the purpose of the successful execution of the contract and made himself conversant with all the local conditions, means of access to the site of works, nature of work and all matters pertaining thereto. The Corporation shall not undertake any responsibilities to obtain any concessions, permissions from Owners of the adjacent plots or any other party in respect of any allowances, access, encroachment, etc., whether for facility of works or otherwise.
40. **FACILITIES:** The facilities at the premises may be used by the contractor only to the extent available and convenient to the Corporation and in accordance with any restrictions that the Corporation may impose. An approval of the Corporation must be obtained for the storage of materials and other use of space.
41. **INSPECTION:** The Corporation and or any of its authorized representatives shall have full liberty from time to time and at all times to visit, inspect, examine and test any workmanship and reject any/all work which may be seem defective for the several purposes to which they are applied or intended to be applied. The contractor or his responsible agent shall at all times present himself during the usual working hours with a reasonable notice

of intention of such an inspection of the works having been given to the contractor or his authorized agent. Any complaint received from the Corporation in connection with the works shall be attended to by the contractor immediately. The contractor should personally come to SCI-MTI and meet officer-in-charge for maintenance minimum three times in a week for full time to ensure proper execution of job to our satisfaction.

42. While security arrangements in general are provided by the Corporation, the contractor shall ensure that within the “buildings” there is no theft or robbery cases, for which the contractor shall be responsible and as such bidder should keep vigilance on his staff.
43. **CONTRACTOR’S PERSONNEL:** The bidder shall employ and keep sufficient number of worker of trustworthy, qualified, and experienced assistants or supervisors as may be necessary for proper execution of the works to the satisfaction of the Corporation. The antecedents of all the staff employed by the contractor should be got verified by the local Police Department before they are employed and the documents thereof should be produced to the Corporation for perusal within one month from the date of commencement of work. Any supervisor, or workmen to whom the Corporation shall object to, on the grounds of misbehaviour, incompetence, or negligence, shall be removed by the Contractor from the works within 24 hours and no person so removed after such order shall be allowed to work without the written permission of the Corporation. The contractor shall submit the list showing the number of personnel employed by him on the works describing the respective duties assigned to each respective personnel and the amendments thereof, from time to time.
44. The bidder shall also see that all the provisions of the law regarding employment of personnel, workmen, young persons or adolescents are fully complied with and also see that the provisions of the enactments concerning the employment, payment of wages, overtime, minimum wages, etc., are fully complied with. On expiry of the contract the contractor shall ensure that the workmen employed by him are withdrawn immediately from the place of work/premises.
45. For cleanliness and hygiene of the contractor’s personnel, the contractor shall ensure that his staffs has regular haircuts with short trimmed hair, their nails are regularly cut and that they are generally clean and tidy. The bidder shall engage healthy and active working staff. Smoking or chewing tobacco, consumption of drugs and intoxication in any form is prohibited. Corporation reserves the right to have the contractor’s personnel working at SCI-MTI, to be medically checked up every six months at the contractor’s cost, to ensure that they are healthy and free from contagious diseases.
46. All the persons employed, engaged or deployed by the contractor for fulfilling his contract and obligations shall be the employees of the contractor for all purposes and not those of the Corporation. As such, the Corporation will not be responsible for any injury or loss of life of the persons deployed on duty by the contractor.
47. **Bidder shall maintain: -**
 - a) A wage book as required under the Minimum Wages Act which includes:
 - i) Rate of daily or monthly wages.
 - ii) Nature of work on which employed.
 - iii) Total number of days worked during each wage period.
 - iv) Total amount payable for the work during each wage period.
 - v) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - vi) Wages actually paid for each wage period.
 - b) A wage slip for each worker employed on the work.

48. Tea/snacks/meals of the contractor's staff shall be provided by the contractor at his own cost. All the personnel of the bidder whilst providing services at SCI-MTI for Maintenance works shall carry themselves in a disciplined manner and good conduct at all times for smooth and efficient services. In case of any misbehavior / misconduct on the part of any staff of the contractor, the contractor shall remove from SCI-MTI premises such person forthwith when asked by the Corporation to do so.
49. The bidder shall attend to any complaint received from the Corporation in connection with the work immediately. The contractor should personally come to SCI-MTI and meet officer-in charge of the work.
50. While security arrangements in general are provided by the Corporation the Contractor shall ensure that within the campus there are no theft or robbery cases, for which contractor shall be responsible for the acts of his employees and such loss will be recovered from the bills of the contractor. The contractor should keep vigilance on his staff.
51. **WATER:** The Corporation shall undertake to provide water supply to the contractor for the purpose of catering services and housekeeping of Dining Block and for purposes of drinking water by the contractor's personnel.
52. **POWER:** The Contractor shall be provided by the Corporation the required Electrical Power for the efficient and regular operation of his equipment, if any, for use on the works.
53. **LIGHTING:** The Contractor shall be provided by the Corporation sufficient electrical and other form of lighting.
54. **LOCAL ENACTMENTS:** The bidder shall carry out and complete the works in conformity with the laws, regulations, rules, stipulations or requisitions of any local authorities concerned such as Municipal Authority, the Collector, the Government of Maharashtra, Central Labour Commissioner, Fire Brigade etc. The contractor shall indemnify the Corporation in respect of due fulfilment of such enactments concerning the execution of works as applicable from time to time and shall undertake to pay all losses, fines, fees etc., if any, occasioned due to infringement of the rules.
55. The Principal (Maritime Training Institute) or his representative shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of the aforesaid fair wages except on account of any deductions that may be permissible under any law for the time being in force.
56. The bidder shall be responsible for implementation of all Acts / Regulations enacted by the State / Central Government / any other appropriate authorities.
57. If at any time it is observed that specified number of workers are not present in a particular month or the output /maintenance performance of the workers is not satisfactory, the payment will be deducted pro-rata from the monthly bills of the contractor, at the discretion of the Principal (Maritime Training Institute).
58. The bidder has to separately submit the list of tools and equipments that the contractor proposes to use for the various types of work/works required to be carried out and get approved from the Corporation before using them. The Corporation may, if thought fit, instructs the contractor to obtain at his own cost, for the purpose of carrying out Maintenance Work, any tools and equipments which the Corporation may deem fit as required and the bidder will then have to procure the same and get approval from the Corporation, before using the same.
59. No staff of the contractor would be allotted any residential accommodation by the contractor or by the Corporation, under any circumstances within the SCI-MTI premises.

60. While carrying out Maintenance Works, if damage or breakage is caused to training equipment, mock up facility or any specialized tools, the cost of rectification/repairs/replacement for the same would be debited to the contractors accounts and sums accrued, recovered from the ensuing bills.
61. The Bidder shall not assign the contract to any other persons nor shall they sub-contract the same. The SCI-MTI 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.
62. If there is a change in the bidder's firm 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 change takes place in the proprietorship or partnership of the bidder's firm, the Corporation should be intimated immediately of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed/altere d scenario. Whatever be the reason of changes, the subject contract would be served by the new company at the same rates, terms and conditions laid down herein. The change will be subject to SCI-MTI Management approval, after examining the legal/contractual aspects and all papers/documents that the bidder may be required to produce in that connection.
63. This is a non-exclusive service contract. The corporation reserves the right to procure and/or avail any item and/or services 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.
64. **RISK PURCHASE CLAUSE:** If at any time during the currency of the contract it is observed by the SCI-MTI that,
 - a) supplies/services are not provided in time or short supplies have been effected, and/or
 - b) the bidder's services are found unsatisfactory, and/or
 - c) services/supplies do not conform to the quality/specifications indicated in the contract, and/or
 - d) the quality / utility of the items supplied is found to deteriorate abnormally.

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

65. **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 in the form of Electronic Remittance / Bank Guarantee and Tender Fees in the form of Electronic Remittance.
 - iii) During validity of the quotation period or its extended period, if any, the Bidder increases his quoted prices.
 - iv) The Bidder 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) Awardees of the contract qualifies the letter of acceptance of the contract with his conditions.
 - ix) Multiple tenders being submitted by one Bidder or if common interests are found in two or more Bidders, all such Bidders are liable to be disqualified.
 - x) While processing the tender, if it comes to the knowledge of Corporation that some of the Bidders have formed a cartel resulting in delay/ holding up the processing of tender. All such Bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.

- xi) The Bidder is found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c during the FY 2017-2018 submitted with the tender. For proprietorship firms, proprietor's balance sheet also may please be submitted.
 - xii) Not accompanied by all requisite documents as per eligibility criteria.
 - xiii) The Bidder submits an incomplete Integrity Pact/Bidding Guide Lines documents, or the Integrity Pact / Bidding Guide Lines documents are not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the company.
66. The submission of a tender by a Bidder 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 Bidder finds at later date that it has misjudged/misunderstood any conditions.
- 67. BILLING:**
- 67.1 **The Contractor shall submit their original invoice, complete in all respect, (in duplicate) to the Principal Secretariat at SCI-MTI Powai, Mumbai or address as directed in future.**
 - 67.2 All bills under the subject contract should be submitted in duplicate with delivery challan / receipts for the collected /delivered issued by concerned department / officers, within 10 days of the completion of the relevant month / period for settlement.
 - 67.3 Contractor will submit its invoices, prepared in accordance with GST rules, containing the service provider's IT PAN Number, GST Registration Number, description and classification of taxable service.
 - 67.4 Bill if found not complete in all respect will not be accepted.
 - 67.5 Payment of bills will be made after due scrutiny and checking by the Department within **120 days** from the date of submission of bills, complete in all respects.
 - 67.6 The payment of bills will be made through NEFT/RTGS or any other electronic mode of payment. Corporation will make the best efforts to pay within **120 days** from date of submission of bills (if found error-free) in respective Dept., unless otherwise provided for in this contract.
 - 67.7 Any dispute regarding payment must be raised within 90 days from the date of settlement of relevant bills failing which the same will not be entertained.
- 68. GST: Registration & GST Rate:**
- 68.1 Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
 - 68.2 Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
 - 68.3 Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
 - 68.4 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.
 - 68.5 **INVOICING & PAYMENT:** 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
 - 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
- 68.6 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.

68.7 Input Tax Credit

- a. 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.
- b. 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.
- c. 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).
- d. 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.

68.8 **Penalty for Non-compliance of GST Act:** Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

68.9 Other Provision

- a) 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.
- b) The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
- c) 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).
- d) The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

69. EVALUATION

- 69.1 Once a tender is accepted on technical grounds, then the selection among such technically qualified bidders would normally be only on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- 69.2 To assist in the examination, evaluation and comparison of the Technical and Price Bids, the Corporation may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. ~~No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Corporation in the evaluation of the Price Bids.~~
- 69.3 Provided that a bid is substantially responsive, the Corporation may waive any non conformities in the Bid that does not constitute a material deviation, reservation or omission. If a Bidder does not provide sought

clarification of its Bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.

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

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

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

69.6 ~~GST% quoted by the bidder shall be considered for financial evaluation an establishment of party position. However, if the quoted GST% varies from the actual applicable GST% then in such cases at the time of award of contract or its execution thereafter, following shall apply:~~

- ~~i) **If quoted GST% is lower than the actual applicable GST%** – The actual applicable GST% will be paid, however, the basic price shall be adjusted to the extent of increase in GST% (i.e. the quoted Basic Price shall be lowered to the extent of differential GST% such that final "**all inclusive supply Rate**" with revised GST shall remain same as per the original "All inclusive supply Rate" basis quoted rates.)~~
- ~~ii) **If quoted GST% is higher than the actual applicable GST%** – Actual GST shall be paid. There shall be no change in quoted basic price.~~

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

69.8 Negotiations may or may not be carried out with L-1 party.

69.9 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.

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

- a) Experience and performance on similar contracts from reputed firms having minimum two years continuous relevant experience during the last five years,
- b) Financial standing through Annual Report, Audited Balance Sheet & Profit and Loss Account of last three years (should have positive net worth during last FY 2017-18).
- c) If they had committed breach of contract etc.

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

70. Tenders which do not meet the technical pre-qualification requirements, as prescribed in PART-I Section-II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding. Corporation reserves the right to decide about technical capability, expertise and/ or the Bidder's capacity for fulfillment/compliance of all the terms and conditions spelt out in Section-II (Eligibility Criteria) above.

71. The Bidders with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation's sole discretion whether to consider such parties for award of contract. However, the parties

with which Corporation's legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.

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

I) Involved in wrongful billing:

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

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

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

In addition to the above, monetary penalties will be applicable as following: (i) For all the non-performing days when no service is given by the contractor to the corporation due to any controllable reason, a monetary penalty may be deducted as per the Corporation's management discretion. ~~(ii) Contractor shall make sure that materials are supplied on time and good quality. Any short supply or poor quality will be subject to a deduction of amount required to procure the material from market, plus 10% of the material cost. The deductions will be adjusted in the respective Contractor's monthly bill.~~

73. **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 Bidder is adjudicated insolvent by a Competent Court or files for insolvency or if the Bidder being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- ii) The Bidder 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 Bidder or company, or the Bidder 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 Bidder being debarred from participating in any other tender of the Corporation as per the guidelines of the Corporation in Force.
- v) In the event of unsatisfactory service or failure on the part of the Bidder at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, 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 Bidder.

74. **BANNING GUIDELINES:** The Bidder 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 Bidder 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.

75. It is clearly understood by the Bidder that if a charge sheet is filed by any competent authority of the Government against the Bidder / its Directors, the Bidder is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.
76. **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 Bidder who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.
 - b) In case the Bidder increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.
77. The Corporation does not bind itself to accept the lowest tender, the whole or part of a tender or any tender. The Shipping Corporation of India Ltd., reserves the right to reject any or all tenders without assigning any reason thereof and is not bound to accept the lowest. In the event of contractor committing any breach of the terms and conditions mentioned herein, and/or unsatisfactory services, SCI-MTI will be entitled to terminate the contract.
78. **SECURITY CLAUSE:** While evaluating tenders regard would be paid to national defence and security consideration.
79. In absence of contractor's service, Corporation will arrange to get the service from other local party and charges will be same recovered from Contactor's pending bills, security deposit.
80. Once contract is awarded and the contactor has signed it then it becomes obligatory for the contractor to execute and perform the contract successfully for the period of contract and the period of extension. Failing above may compel the Corporation to forfeit the security deposit and declare the party as blacklisted for next five years or such other period as deemed fit by the corporation in its absolute discretion.
81. **EMPLOYMENT OF WORKERS:** It has to be clearly understood by the Bidder/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 Bidder/s to perform the contract if awarded, shall be the employees of the Bidder/s and the Bidder/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 Bidder/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 Bidder/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf.
82. **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.

83. **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.

84. **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 cancelling 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.

85. **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.

86. The Contractor shall also comply with all statutory requirements in respect of payment of minimum wages, bonus, PF, ESI and other benefits. The contractor shall make payment to his worker as per the provision of

labour act. It is the responsibility of the contractor to maintain the register of payment and attendance of workers etc. The Contractor will engage his workers at not less than the minimum wages as applicable by the Central Government for different categories.

87. **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:
- 87.1 The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
 - 87.2 CMD, SCI shall nominate three outside experts, one each from Financial/Commercial, Technical and Legal fields from the Panel of Outside Experts maintained by SCI who shall together be referred to as OEC (Outside Experts Committee).
 - 87.3 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
 - 87.4 The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
 - 87.5 OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
 - 87.6 Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
 - 87.7 The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
 - 87.8 The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC; The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
 - 87.9 The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
 - 87.10 OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
 - 87.11 All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
 - 87.12 If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

88. **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.
89. **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.
90. **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.
91. **DEFINITIONS:**
- A. The terms **“CORPORATION”** or **“SCI”** wherever used shall mean **“The Shipping Corporation of India Ltd.”**
 - B. The term **“BIDDER”** shall mean and include the person, firm or a body corporate which is submitting its tender.
 - C. The term **“CONTRACTOR”** shall mean and include the person, firm or a body corporate with whom the Contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.

DECLARATION: We the undersigned have perused the above mentioned Terms and Conditions and we agree to abide by them in case the contract is awarded to us. We further state that we have quoted rates in Part-II of this tender keeping in mind the above mentioned terms and conditions.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

Place: Mumbai.

Date:

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

N.B: Please upload this form along with the Form of Particulars duly signed and stamped on each page, in the Technical RFX of the tender.

PART – I
SECTION – V

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

SCOPE OF WORKS AT FFTC

Indicatively, there are around 04 workers (semi-skilled) presently working under the contractor for the subject service contract. The workers are required for five days a week. However, the working days of each worker shall not exceed 20 days in a month and shall not exceed 240 days in a year. The working hours will be from 0900 to 1800hrs.

Courses at SCI-MTI are conducted in compliance of STCW requirements as specified by Director General of Shipping and as required by the SCI management. Nature and scope of works indicated below may undergo changes (addition or deletion) subject to change in DGS requirement and need of SCI management. Jobs to be ensured but not be limited to as mentioned under:-

1. Preparation for firefighting drills inside outside of ship mockup:
 - a) Rigging of Firehouse nozzle,
 - b) Filling of fuel in fire pit,
 - c) Lighting of fire pit inside and outside ship mockup,
 - d) To be present during demonstration,
 - e) Cleaning and refilling fire extinguisher and replacing,
 - f) Draining, drying, coiling, uncoiling fire hose,
 - g) Distributing and collection of boiler suit, shoes and helmets.
 - h) Stuffing of firewood.
 - i) Filing up of S.C.B.A. Bottles by Breathing air Compressor.
2. Checking and taking reading of SCBA sets during fire drill.
3. For every course helps, during high expansion foam system, automatic sprinkler system, fire detection system boil over and BLEVE demonstration.
4. Care and Maintenance:
 - a) Cleaning of Helmet and safety shoes after fire drill, collection of Boiler suit for laundry. Max.24 participant per course.
 - b) Cleaning of face mask and SCBA set body (24 Nos.) FABA set (02 nos.) per course.
 - c) Cleaning of Air compressors and Fire pumps.
 - d) Clearing of high expansion foam from demo area (approximately area 200 sq. feet) per course.
 - e) Cleaning of CO2 total flooding area (approximately area 100 sq. feet) per course.
 - f) Cleaning and maintenance of Face Masks with Soap solution.
 - g) General Cleaning/Greasing and maintenance of pumps and other Fire Fighting Equipment's.
 - h) Minor repairs and maintenance of various equipments as and when required.
5. Maintenance of Ship Mockup:
 - a) Chipping and painting approximate area (680sq.m)
 - b) Cleaning and hosing down mockup and adjacent area
 - c) Removal of accumulated water inside of mockup.
 - d) Greasing of door, manholes, hatches (15 nos)
 - e) Maintenance of fire hydrant and valves (10 nos).

- f) Carry out fresh air maintenance of consumable store items.
6. Handling of store:
- a) Loading and unloading of cartridges and CO2 extinguishers during transportation for refilling.
 - b) Receive and arrange consumable and non-consumable store items.
 - c) Unloading diesel from tanker to 200 Ltr. drum.
 - d) Assisting Instructors for Day to day maintenance and O'hauling of Fire Fighting Equipments,
 - e) Assist Instructors in taking the inventory of spares, Consumables and non-Consumables items.
7. To transport dummies/participant to designated location as per instructions.
8. Any miscellaneous jobs as instructed.

Signature of the bidder along with rubber stamp of the firm

N.B: Please upload this form along with the Form of Particulars duly signed and stamped on each page, in the Technical RFX of the tender.

PART – I
SECTION – VI

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER

1)	Copy of Electronic remittance receipt of Rs.2,950/- (Inclusive 18% GST) for Tender Fees.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	Copy of Electronic remittance receipt of Earnest Money Deposit for Rs.25,000/- .	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	Declaration of Proprietor that he will be sole proprietor of the Firm / attested copy of Partnership Deed/Memorandum & Article of Association (Whichever is applicable).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	Latest Organization Chart of the Company / Firm.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	Shops & Establishment Certificate issued by Municipal Corporation.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	Forms of Particulars of Bidders, Declaration.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	Acceptance of General Terms & Conditions of Contract, Scope of Works, Duties & Responsibilities.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	Copy of GST Registration.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	Copy of Permanent Account Number (PAN CARD).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10)	Copy of M.S.M.E. Certificate with UAN No.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	Published / Audited Balance Sheet / Annual reports of the Company / Firm for the last three Financial Years (I.E.2015-16, 2016-17 & 2017-18).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	Documents to substantiate past experience (such as certificate issued by your clients for whom services are being / have been provided for two years in last five years enclosed, with respect of your experience). List of companies / Firms.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	Banker's Certificate indicating Financial status & credit facilities available to bidder indicating Solvency Amount of Rs.10 LAKHS (the date of the certificate should be of six months prior to the due date).	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14)	ANY OTHER DOCUMENTS (IF REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	COMPANY DETAILS FOR VENDOR CREATION NAME COMPLETE ADDRESS CITY POSTAL CODE TELEPHONE / FAX / MOBILE CONTACT PERSON EMAIL	YES <input type="checkbox"/>	NO <input type="checkbox"/>
16)	BANK DETAILS COPY OF BLANK CHEQUE BANK NAME & BANK BRANCH BANK ADDRESS A/C HOLDER NAME A/C NUMBER BANK A/C CURRENCY IFSC CODE	YES <input type="checkbox"/>	NO <input type="checkbox"/>

The bidders may kindly ensure to attach the above documents with Technical Tender, Part-I (Section-I, II, III, IV, V, VI & VII) in the sequence given above and mention YES or NO by tick marking.

N.B: Please upload this form along with the Form of Particulars duly signed and stamped on each page, in the Technical RfX of the tender.

PART – I
SECTION – VII

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

BANNING GUIDELINES DOCUMENT

The Shipping Corporation of India Ltd.

Policy and Guidelines for Removal / Suspension / Banning of Entities

1.0 Introduction.

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

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

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

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

2.0 Scope:

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

2.2 The guiding principles and processes for

- (i) Removal of an Entity from the list of approved suppliers / contractors
- (ii) Suspension and
- (iii) Banning of an entity from doing business with the Corporation,

for a specified period, are laid down herein.

- 2.3 These guidelines apply to all firms / bidders / vendors / contractors / agents, etc. including those on approved panels, who have or are expected to have business dealings with SCI, and shall extend to all units, offices, establishments, subsidiaries and vessels of the SCI including those which get set up in future.
- 2.4 It is clarified that any decision of the Management to not entertain any particular entity due to its poor / inadequate performance or for any other reason is outside the purview of these guidelines.
- 2.5 Without prejudice to the claims and rights of SCI in relation to subsisting arrangements, action under these guidelines would take effect prospectively.

3.0 Definitions:

In these Guidelines, unless the context otherwise requires:-

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

- a. For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.
- b. The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

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

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

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

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

4.0 Grounds for initiation of Banning Business Dealings:

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

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

- 4.12 If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13 Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14 Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15 Continued poor performance of the Agency in several contracts.

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

5.0 Initiation of Banning / Suspension:

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

6.0 Suspension of Business Dealings during Investigation period:

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

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

- 6.3 The order of suspension will be passed by the concerned Divisional Director and would operate for a period of not more than six months from the date of issuance of such order, and may be communicated to the Entity as also to the Investigating Department.
- 6.4 The Investigating Department must ensure that their investigation is completed and the whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 6.5 The order of suspension shall be communicated to all Departments / Divisions / branch offices of SCI. During the period of suspension, no business dealing may be held with the Entity.
- 6.6 As far as possible, other existing contract(s) with the Entity may continue, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 6.7 If the Entity concerned asks for detailed reasons of suspension, the Entity may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Entity at this stage.
- 6.8 It is not necessary to give any show-cause notice or personal hearing to the Entity before issuing the order of suspension.
- 7.0 **Banning of Business Dealings:**
- 7.1 A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may

restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.

- 7.2 There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
- (i) To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
 - (ii) To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
 - (iii) To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
 - (iv) To submit recommendations to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Entity is called for, a show-cause notice may be issued to the Entity as per paragraph 9.1 and an enquiry held accordingly.
- 8.0 **Removal from List of Approved Entities - Suppliers/Contractors, etc.:**
- 8.1 If the Competent Authority decides that the charge against the Entity is of a minor nature, it may consider removing the name of the Entity from the list of approved Entities – Suppliers / Contractors, etc. – without recourse to an outright ban.
- 8.2 The effect of such an order would be that the Entity would not be disqualified from competing in Open Tender Enquiries, but would not be considered for limited tender enquiries.
- 8.3 Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9.0 Show-cause Notice:

- 9.1 In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defence.
- 9.2 On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).
- 9.3 The Competent Authority may consider and pass an appropriate order:
- a. For exonerating the Entity, if the charges are not established or
 - b. For removing the Entity from the list of approved Suppliers / Contactors, etc. or
 - c. For banning business dealings with the Entity.
- 9.4 The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.

10.0 Appeals against the Decision of the Competent Authority:

- 10.1 The Entity may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

11.0 Review of the Decision by the Competent Authority

Any petition / application filed by the Entity concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the

Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

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

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

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

12.3 If a Government Department or a Central Public Sector Enterprise requests for more information about the Entity with whom business dealings have been banned, a copy of the report of Investigating Department together with a copy of the order of the Competent Authority/Appellate Authority may be furnished.

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

13.0 These guidelines will form part of the Tender document

भारतीय नौवहन निगम लिमिटेड
(भारत सरकार का उद्यम)

समुद्री प्रशिक्षण संस्थान

52-सी, आदि शंकराचार्य मार्ग, पवई, मुंबई - 400 072.
ई.मेल - mti@sci.co.in, फ़ैक्स : 91-22-2570 0338
दूरभाषा : 2570 1430 / 31 / 32 / 33



The Shipping Corporation of India Ltd.
(A Govt. of India Enterprise)

Maritime Training Institute

52-C, Adi Shankaracharya Marg, Powai, Mumbai - 400 072.
E-MAIL- mti@sci.co.in, Fax : 91-22-2570 0338
Phone : 2570 1430 / 31 / 32 / 33

Part-II PRICE BID

ANNEXURE – A

E-TENDER FOR HANDLING & MAINTENANCE SERVICES OF SHIP MOCK-UP, FIRE FIGHTING AREA AND TRAINING EQUIPMENT AT SCI-MARITIME TRAINING INSTITUTE POWAI, MUMBAI.

(Due date: ~~(25.06.2019)~~ 11.07.2019 by 1700 Hrs.)

Sr. No.	SAP Service Code	Description of Service	Quantity Per month.	Unit	Base Rate Per Month (INR)
1	11^^^^1509	Handling & Maintenance Service of Ship-Mockup, Fire Fighting Area and Training Equipments.	1	Lump sum	

GST Applicable @ 18% as on 04.06.2019 as per SAC code 998533.

Place:

Signature of the Bidder

Date:

with Official Stamp.

- Kindly quote rates strictly in response to e-tender on website <https://etender.sci.co.in> RFX No.9000022684 under tab "item".
- Do not quote rate here. This price bid format is for reference only.
- Only online tender response will be considered.
- Base Rate to be quoted as per Part-I Section-IV Clause 4 on Rates & Part-I Section-V on Scope of Works at FFTC.