

भारतीय नौवहन निगम लिमिटेड

(भारत सरकार का उद्यम)

समुद्री प्रशिक्षण संस्थान

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

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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.:	P&A/MTI/CE/Tndr/20-21/06
TENDER TITLE:	E-Tender for internal and external painting works in SCI-MTI, Powai, Mumbai.
E-TENDER NO	<u>RFX 9000028013</u>
DUE DATE & TIME	<u>22/09/2020, 17:00 HRS (IST)</u>
TENDER FEE (Non-Refundable)	Rs. 1000 + 18% GST i.e. Rs. 180 = Rs. 1180 /- (Total Rupees One Thousand One Hundred & Eighty only)
EARNEST MONEY DEPOSIT (EMD)	Rs. 7,500/- (Rs. Seven Thousand Five Hundred only)
ESTIMATED COST	Rs. 7.5 Lakhs (Exclusive of 18% GST)
PRE-BID MEETING	08.09.2020 at 1500 Hrs.

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this Tender, please visit our website <https://etender.sci.co.in> .

For Detailed Guidelines on participation in e-tender, refer “**Ready Reckoner for Bidders**” link on the website.

Bidders, who wish to participate should request for User ID and password by registering on the website.

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<u>IMPORTANT NOTES</u>	
1.	Technical Offer Documents should be scanned and uploaded in Technical RFx folder only.
2.	Price Offer (Part – II) should be filled in ‘Items’ Tab on e-tender portal.
3.	Please ensure that the Price Offer (Part-II) is not uploaded in ‘Technical RFx folder of the tender’. The same should not be printed and uploaded with Technical offer.
4.	Size of documents being uploaded should not be greater than 30 MB in size.

PART – I**SECTION – I****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS IN SCI-MTI, POWAI, MUMBAI.****GENERAL INFORMATION**

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

E-tenders are invited by The Shipping Corporation of India Ltd, Maritime Training Institute (SCI-MTI) (hereinafter referred to as “Corporation”) from reputed firms having experience in internal and external painting works.

The Bidder having relevant experience of Internal and external painting works during last 7 years are called to participate. Bidder must have fully functional office in Mumbai Metropolitan Region (MMR).

(2.0) TENDER FEES (Non-Refundable)

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

Tender fees in the form of electronic remittance **of Rs. 1000 /- + 18 % GST i.e. Rs 180 = Rs. 1180/- (Total Rupees One Thousand One Hundred & Eighty only)** to the Corporation’s Bank Account (details mentioned at **Clause 8.0 of section III** should be paid towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

- (3.0) Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES**” in respect of items indicated in the tender form excluding GST. However, percentage of GST applicable should be shown clearly by the bidder, wherever applicable.
- (4.0) (a) **DUE DATE**: Bidder to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 22/09/2020**. Bidder to submit their responses before the submission deadline, and

should not wait for last minute as the tender would be closed as per system time and upload of responses will not be possible in case deadline ceases.

(b) Only online e-tenders will be accepted. No manual/ postal/ Email/ Fax offers will be entertained/ accepted. Cost of tender document and EMD to be deposited through electronic remittance to the Corporation's Bank Account (details mentioned at **Clause 8.0 of section III**) & Copy of Bank Swift / UTR No. Payment should be uploaded with Technical Offer only. OR Cost of tender document and EMD can be submitted in the form of Demand Draft/ Bank Guarantee which should be submitted in tender box kept in office of Principal (MTI) before due date.

(C) A **pre-bid meeting** will be conducted on **08/09/2020, 1500hrs on Cisco webex meeting ID 913803078** as Video conference meeting. The Corporation however, reserves the right to accept/reject suggestion(s), if any received in the meeting. In case, bidder wish to raise any query in respect of this project, may do so, 2 days in advance by sending email on below mentioned email ID, prior to pre-bid meeting date. Mr. Lokesh M. Borade (lokesh.borade@sci.co.in).

Bidders may visit site to understand scope with prior appointment by send email on above mentioned email ID.

(5.0) BROAD INSTRUCTIONS FOR FILLING/SUBMITTING THE TENDER ON THE PORTAL:

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

(5.1) The Tender Forms for the subject tender (RFx **9000028013**) has to be submitted in two parts:

(i) Part I (Technical Offer) includes (available in Technical RFx>Folder>Public>Technical Docs)

SECTION – I:	<u>GENERAL INFORMATION</u>
SECTION – II:	<u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u>
SECTION – III:	<u>GENERAL TERMS AND CONDITIONS</u>
SECTION – IV:	<u>FORM OF PARTICULARS</u>
SECTION – V:	<u>SCOPE OF WORK</u>
SECTION – VI:	<u>TECHNICAL SPECIFICATIONS</u>
SECTION – VII:	<u>BANK GUARANTEE FORMAT</u>
SECTION – VIII:	<u>LIST OF DOCUMENTS TO BE ATTACHED</u>
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SECTION – X:	<u>FORM A , FORM B & ANNEXURE I , II.</u>

Bidder should ensure before scanning and uploading that all the pages of the tender document and attachments are serially numbered, signed and stamped and total number of pages indicated in the covering letter. Also, size of each file being uploaded on the portal should be less than 30MB each.

(ii) **Part – II (Price Offer) includes – (available in “Items” tab) – for submission of quotations.**

(5.2) Bidders are requested to submit the tender documents as follows:

(a) “Technical Offer” consisting of Part – I, Section (I), (II), (III), (IV), (V), (VI), (VII), (VIII) & (IX) are available in “Technical RFx>Folder>Public>Technical Docs” on the Portal. Bidders are requested to download the “Technical Offer” (Part I) and save the files on their computer. Fill in all details / information required and print them. These print outs shall then be duly filled, signed and stamped on each page. All documents, certificates, authorization letters as required in the tender shall also be

scanned after affixing sign and seal on each page. Size of each file being uploaded on the portal should be less than 30MB each. Thereafter, all these documents shall be digitally signed and uploaded / saved on the portal one by one after affixing digital signatures.

Technical offer (Part I) along with all required documents shall be uploaded in “Technical RFx” folder of the tender on the Portal.

- b) “Price Offer” consisting of Part – II is available under “Items” Tab. Bidders has to quote their best and final itemized rate against each item. System will automatically calculate amount by multiplying quantity and quoted itemized rate.

Bidder shall ensure that “Price Offer” (Part II) is not uploaded in “Technical RFx” folder of the tender on the Portal

- c) For detailed guidelines, kindly refer “Ready Reckoner for Bidders” available on e-tender website.

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

(6.0) **ASSESSMENT OF TENDER**

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

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

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

(9.0) Designation and contact details of persons for this tender are:

CM – (Admin-MTI),
The Shipping Corporation of India Ltd.
Maritime Training Institute, (Sagar Gyan Building),
52-C, Adi Shankaracharya Marg, Post Saki Naka,
Powai, Mumbai-400 072.
Phone No.: 022-35116027
Phone No.022-35116023 / 7506257892
Email: dk.dehury@sci.co.in/ lokesh.borade@sci.co.in

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

PART – I**SECTION – II****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS IN SCI-MTI, POWAI,
MUMBAI.****ESSENTIAL CONDITION –ELIGIBILITY CRITERIA****1.0 Pre-Qualification Criteria. :-**

- a) Average Annual financial turnover during the **last 3 years**, ending 31st March of the previous financial year (FY 2019-20), should be at **least 3 Lakhs.** (Financial year means F.Y. from 1st April to 31st March)
- b) Experience of having successfully completed similar works during **last 7 years** ending last day of month previous to the one in which applications are invited should be either of the following: -
- a. Three similar completed works costing not less than the amount equal to **3 Lakhs.**
- or**
- b. Two similar completed works costing not less than the amount equal to **3.75 Lakhs.**
- or**
- c. One similar completed work costing not less than the amount equal to **6 Lakhs.**

Works executed for Central/State Government Department / Central/State Autonomous Body / Central/State Public Sector Undertaking / Private Firm will only be considered.

Similar work shall mean: Internal and external painting works etc.

Work Order & Completion certificate issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also to be attached along with the Completion certificates.

- c) The Bidder firm should have positive net worth for immediate past one year.
- d) The bidder must have fully functional office in Mumbai Metropolitan Region (MMR).
- e) The party must ensure & exhibit complete compliance with 'check list for documents to be essentially furnished with technical bid for technical qualification', as given at Page No. 53 of this tender document.

IMPORTANT:

- (a) It is mandatory to furnish relevant documents, proof for the requirements mentioned above.
- (b) Eligibility criteria shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

PART – I**SECTION – III****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS AT SCI-MTI POWAI.****GENERAL TERMS AND CONDITIONS**

- (1.0) The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 22/09/2020.**

Detailed 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 (<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 Demand Draft should be sent by post super-scribing the envelope with tender name and tender number before the due date and time as per the tender notice in the portal.

- (2.0) **AMENDMENT TO BIDDING DOCUMENT / SUBMISSION OF MULTIPLE BIDS**

The Corporation, at its discretion, may extend the due date for submission of bids but 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.

- (3.0) **TIME FOR COMPLETION OF WORK**

Total Scope of works has to be completed within **two (02) months** from the date of handing over of the site. Please note, Painting works to be executed at different sites within MTI campus. Hence, site will be hand over as per convenience of user of building. In such case separate completion time shall be mentioned.

- (4.0) **LIQUIDATED DAMAGES :-**

Contractor shall pay liquidated damages of **1 % per week** subject to a maximum of **5% of value of work order** in case of delays beyond the accepted date of completion solely attributed to contractor.

- (5.0) **RATES**

- 5.1 The Tenderer are required to quote item wise ALL INCLUSIVE BASE RATES as per the Part-II (Price Offer) format. All base rates will be treated as firm and no escalation in rates will be allowed for any reason, whatsoever, including extended period of project completion, if any.

- 5.2 Offer should be for FREE DELIVERY of material at SCI-MTI, Powai, Mumbai as well as for Workmanship in totality, as per scope of this tender document. “All inclusive Base Rates” should be inclusive of delivery charges, handling charges, consumables, transit insurance, labour & other incidental charges (if any), excluding GST in respect of items indicated in the tender form
- 5.3 The component of item wise GST (along with SAC Code) should be clearly mentioned by the bidder in the Price Offer as per the format.
- 5.4 Tenderer are requested to indicate their best rates together with maximum discount in the very first instance. since further negotiations after opening of price offers is entirely at the discretion of the Corporation and may or may not take place.
- 5.5 Tenderer are advised to exercise greatest care in entering the rates. No excuse for mistakes or requests for correction of rates will be entertained.

NOTE: Rates should be filled in at “Items” tab of subject tender (RFx: 9000028013) only and should not be mentioned anywhere in technical offer. Rates should be quoted strictly as per service details mentioned in the Price Offer – Part II.

(6.0) DATE OF COMMENCEMENT:-

The date of commencement of work shall be decided by SCI-MTI after issue of work order to contractor and receipt of Security deposit.

(7.0) EARNEST MONEY DEPOSIT:-

Earnest Money Deposit (EMD) Amount : Rs. 7,500/-

The bid should be accompanied with EMD either through electronic fund transfer or in the form of Demand Draft drawn in favour of “The Shipping Corporation of India Ltd.”, payable at Mumbai or by way of Bank guarantee from a scheduled bank and should be valid for nine months from the due date of the tender.

- i. EMD may be paid through electronic fund transfer to the Corporation’s Bank Account mentioned at **sr. no. 8.0** below before due date and time. **Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer.**
- ii. EMD, prescribed above, may be paid through a Crossed Demand Draft drawn in favour of “The Shipping Corporation of India Ltd.”, payable at Mumbai from a scheduled commercial bank.
- iii. EMD, prescribed above, may also be furnished by the bidder by way of Bank Guarantee valid for nine months from due date of tender, in the prescribed format. (attached Part I -section VII).

EMD (in the form of DD or Bank Guarantee) should arrive in the office of Principal (MTI) before Due date & time.

E-Tenders for which EMD along with tender fee is not received by due date and time will be liable to be rejected. Bidders are also required to upload the scanned copy of Tender Fee and EMD (payment

receipt for electronic transfer / DD / BG) to the respective folder of the bid submission. The details of EMD should also be indicated in the Part I (Section VII).

Furnished EMD is refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.

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

Electronics remittance for Tender Fee/ Earnest Money Deposit/ Security Deposit / Performance Guarantee is to be made in the account details mentioned at sr. no. 8.0 below.

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

(8.0) SCI, Mumbai Bank Account Details-

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

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

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

(9.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)

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

- (9.1) The Bidder withdraws his offer any time before the tender is finally considered/ decided upon.
- (9.2) The Bidder increases the quoted prices during the validity of the tender /extension granted on the validity.
- (9.3) The bidder seeks amendment of tender terms, or the price offer submitted after submission of tender
- (9.4) The Bidder fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract.
- (9.5) The Earnest Money Deposit shall be forfeited for submitting the tender without filling the details in and/or not signing the 'Integrity Pact'. If the bidder has been disqualified from the tender processing prior to award of the contract according to the provisions under Integrity Pact, SCI shall be entitled to impound the EMD along with penal amounts imposed as per the provisions of Integrity Pact.

The decision of the corporation on this issue will be final and binding on the tenderer / bidder.

(10.0) DISQUALIFICATION

The tender is liable to be disqualified if:

- (10.1) Not submitted in accordance with terms and conditions of the Tender.
- (10.2) Not fulfilling the essential / eligibility criteria.

- (10.3) During validity of the quotation period or its extended period, if any, the bidder increases his quoted prices.
- (10.4) Not accompanied by Tender Fee and / or Earnest Money Deposit.
- (10.5) The bidder qualifies the Tender with his own conditions.
- (10.6) Received in incomplete form including Part II - Price Offer.
- (10.7) Received after due date and time.
- (10.8) Information submitted in Technical Offer is found to be incorrect or false or inconsistent at any time during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- (10.9) Successful bidder qualifies the letter of acceptance of the contract with his conditions.
- (10.10) Multiple tenders being submitted by one bidder or if common interests are found in two or more bidders, all the bidders are liable to be disqualified.
- (10.11) While processing the tender documents, if it comes to the knowledge of the Corporation that some of the bidders have formed a cartel resulting in delay / holding up the processing of tender, the bidders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- (10.12) The bidder submits an incomplete Integrity Pact Document (including Banning Guidelines) or the Integrity Pact document (including Banning Guidelines) is not signed at all or is not signed by a signatory authorized to sign on behalf of the Chief Executive Officer of the Company.
- (10.13) The bidder is found to be financially unsound i.e. not having positive net worth on the basis of the audited Balance Sheet / P&L A/C for FY 2018-19 submitted with the tender.
- (10.14) Canvassing in any form shall lead to disqualification.

(11.0) MEASUREMENT & BILLING

- (11.1) The measurement of completed works shall be taken jointly by qualified representative of contractor, Engineer In-charge from time to time as mutually agreed. Contractor shall send his technically qualified representative for assisting the SCI/MTI or their representative for measurements and shall furnish all particulars required to complete measurements.
- (11.2) Contractor shall maintain a measurement book at site. All joint measurements taken shall be entered in the measurement book section wise and signed by all present for joint measurement. R.A. bills and final bill shall be prepared in standard format only as provided in Part II. Copies of the required measurement sheets shall be attached to the bills.
- (11.3) The Contractor shall submit their bills, in duplicate to Admin-MTI along with the certified joint measurement sheets and other documents as instructed by Civil Engineer generated during the work.
- (11.4) The contractor while submitting invoices shall necessarily mention the item description/ code number as well as the serial number mentioned against the item in the attached schedule herewith failing which the bills are liable to be rejected.
- (11.5) Payments of RA (Running Account) bills will be made within **30 days** from date of submission of bill. Final bill Payments will be made within **120 days** from date of submission of bills, complete in all respects.
- (11.6) Any dispute regarding payment must be raised within **90 (ninety)** days from the date of settlement of the final bills, failing which same will not be entertained.

(12.0) EVALUATION

The evaluation of Bids shall be done as below;

- (12.1) Once a tender is accepted on technical grounds, then selection among such technically qualified Tenderer would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all/ any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (12.2) The Tenderer may take note that the award of contract would be on overall financial implication basis and the decision of the Corporation for award of contract will be final and binding on the Tenderer/s.

Conditional discounts will not be taken into account for the financial evaluation.

- (12.3) The tenderer must quote for all the items specified in Part-II (Price Offer)
- (12.4) The estimated item wise requirement (Quantity) will be multiplied by the corresponding all inclusive RATE (for base unit of measurement as per price offer format) quoted by each Tenderer and the result will be totaled to arrive at the overall financial implication. This overall implication would be used to decide order of competitiveness. GST shall not be considered while working out the financial implication.
- (12.5) 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.
- (12.6) Provided that a bid is substantially responsive, the Corporation may waive any nonconformities 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.

(13.0) RISK PURCHASE CLAUSE

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

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

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

(14.0) PENALTY CLAUSE

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

(14.1) Involved in wrongful billing:

- (i) To issue a warning letter for the 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 Amount.

(14.2) Not rendering service as per the provision 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 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 the contractor.
- (iii) For the third contravention, the contract would be terminated and Security Deposit would be forfeited.

(15.0) TERMINATION

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

- (15.1) If the bidder is adjudicated insolvent by a Competent Court or files for insolvency or the contractor, being a company, is ordered to be wound up by a Competent Court.
- (15.2) Bidder commits any material breach of the terms of this contract/tender or any other contract with the Corporation.
- (15.3) 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.
- (15.4) The bidder is involved in wrongful billing. In addition wrongful billing shall also result in the bidder being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines.
- (15.5) In the event unsatisfactory service or failure on the part of the bidder, at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, Corporation has the right to forthwith terminate the contract.
- (15.6) Corporation is entitled to terminate the contract for not adhering to the provisions of the Integrity Pact.
- (15.7) Information submitted in Technical Offer found false during the period of the contract including extension period or any alteration made in the tender document found during the period of contract including extension period.

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

(16.0) 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.

(17.0) If there is a change in the constitution of the bidder's firm / company arising out of:

- I. merging with some other company or
- II. collaboration with some other company or
- III. for any other reason

or, if any changes take place in the proprietorship or partnership of the bidder's firm, the Corporation should be intimated immediately of such changes, failing which all payments will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario.

Whatever be the reason of changes, the subject contract would be terminated unless the new company/entity accepts the subject contract at the same rates, terms and conditions laid down herein. The change will be subject to SCI management approval, after examining the legal / contractual aspects and all papers / documents that the bidder may be required to produce in that connection.

(18.0) EXIT CLAUSE

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

(19.0) SECURITY DEPOSIT

(19.1) The successful bidder will have to deposit a Security Deposit which will be equivalent to **5% of the value of the contract**, in the form of Bank Guarantee, of any Nationalised Bank which should be valid for the full period of the contract including the extension period, if any, towards satisfactory performance of the contract.

(19.2) In case of termination of the contract for any reason as per Clause Nos. 15.0 the Security Deposit shall stand forfeited, either wholly or partly and the bidder (s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.

(19.3) In the event the bidder (s) gives up the work before expiry of the contract including extension periods if opted by the Corporation, or is unable to perform the work under this contract for whatever reason, the Security Deposit shall stand forfeited/ invoked.

(19.4) No interest shall be payable on the Security Deposit.

(19.5) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

(19.6) The Security Deposit paid by the bidder towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after expiry of **defect liability period**.

(20.0) VALIDITY

(20.1) The rates given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/ acceptance of the tender takes more than six months, the bidder who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the tender finalisation.

(20.2) In case the Bidder increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

(21.0) SECURITY CLAUSE

(21.1) While evaluating tenders regard would be paid to national defence and security consideration.

(21.2) The bidder will be responsible to the Corporation for ensuring that men, material and stores being placed by them do not pose a threat to safety and security of property & employees of the Corporation.

(22.0) DEFECT LIABILITY PERIOD & RETENTION AMOUNT:

Any defects, faults, deterioration in performance of the material and installations which may appear, during the 'Defect Liability Period' of **12 months from virtual completion of work** shall be amended/made good by the contractor at his own cost within a reasonable time. In case of default, SCI/MTI may employ and pay other person to make good the defects and deduct the expenses from the dues payable to contractor on certification from engineer. The defect liability period unless otherwise specifically agreed shall be twelve months.

10% of the invoice value will be kept as retention amount from the respective works which will be refunded after the completion of the defect liability period provided there are no defects in the works executed.

(23.0) EMPLOYMENT OF WORKERS

It has to be clearly understood by the Tenderer/s that the award of contract, if any, against this tender shall be for a limited period as would be specified in the contract letter. The workers employed by the Tenderer/s to perform the contract if awarded, shall be the employees of the Tenderer/s and the Tenderer/s alone shall be liable to pay the wages and all other payments as may be due to the workers and the Corporation shall in no way be liable for the same. The Tenderer/s shall also comply with all the provisions under the laws of the land pertaining to his/their workers and their employment for the purpose of performing the contract if so awarded against this tender and the Tenderer/s shall also indemnify the Corporation for any claims whatsoever made by such workers against the Corporation in that behalf. The Successful Tenderer shall depute technically qualified supervisor for executing works at site who shall undertake proper executing ,recording of progress as per instructions of Corporation Civil Engineer. The Tenderer will have to abide by all the statutory requirements/ Govt. rules regarding compliance of the Labour Licence, Minimum Wages Act, Workmen Compensation Policy as well as other Labour Laws as may be applicable from time to time. The Tenderer will have to indemnify Corporation from any claim, which may rise on this account from his labour.

The tenderer's shall be liable to pay the wages and all other payments as may be due to the employees/men/workers engaged by the tenderer/s to execute work at site as per the contract. The

tenderer/s shall also indemnify the Corporation for any claims arising out of death/injury or whatsoever, made by such employees/men/workers engaged by the tenderer.

(24.0) WAIVER

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

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

(25.0) LAW OF LAND

The bidders shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the bidder.

(26.0) OFFICIAL SECRETS, DRAWINGS AND PHOTOGRAPHS OF WORKS:

The Contract involves an obligation of secrecy and the commission by the Contractor, of any offence under the Indian Official Secret Act 1923 or any statutory modifications or re-enactments thereof will apart from being a criminal offence constitute a breach of the Contract.

The Contractor shall not disclose the detail of drawings furnished to him and of Works on which he is engaged without the approval of SCI. No photographs of the Works or any part thereon or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees without the approval of SCI and no such photographs shall be published, or otherwise circulated without the approval of SCI.

(27.0) BIDDER TO INFORM HIMSELF FULLY

The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. If the bidder has any doubt about the meaning of any portion of the tender specification or finds discrepancies or the omissions in the specifications or if the tender documents are found to be incomplete or required clarification on any of the technical aspects, scope of work etc, he shall at once contact CM – (Admin-MTI) before submission of the tender.

Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implication thereof.

(28.0) INDEMNITY

The Contractor shall defend, indemnify and hold the Corporation harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Contractor /his employees of such Laws, regulations or requirements, and also from all claims,

suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Contractor or by third party.

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

(29.0) FORCE MAJEURE

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

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

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

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

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

If deliveries are suspended by force-majeure conditions lasting for more than 60 days, the purchaser (Corporation) shall have the option of canceling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

(30.0) DISPUTE RESOLUTION

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

(31.0) JURISDICTION

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

(32.0) ARBITRATION

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

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

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

(33.0) CONCILIATION

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

- (33.1) 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.
- (33.2) 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).
- (33.3) 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.
- (33.4) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (33.5) 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.
- (33.6) 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.
- (33.7) 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.
- (33.8) 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.
- (33.9) 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.

- (33.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (33.11) 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.
- (33.12) 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.

(35.0) GOOD AND SERVICE TAX CLAUSE

(35.1) Registration & GST Rate

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

(35.2) Invoicing & Payment

- a) 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: -
- (i) SCI GSTIN as below
- | | | |
|---------|-------------|-----------------|
| MUMBAI | Maharashtra | 27AAACT1524F1ZQ |
| KOLKATA | West Bengal | 19AAACT1524F1ZN |
| CHENNAI | Tamil Nadu | 33AAACT1524F1ZX |
| DELHI | Delhi | 07AAACT1524F1ZS |
- ii. HSN Code or Service Accounting Code for supply of goods or services.
- iii. Name & address of supplier
- iv. GSTIN of Supplier
- v. Consecutive Serial Number & date of issue
- vi. Description of goods or services
- vii. Total value of supply
- viii. Taxable value of supply
- ix. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- x. Amount of Tax charged
- xi. Place of supply
- xii. Address of delivery if different from place of supply
- xiii. Signature of authorized signatory
- b) 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.

(35.3) 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.

(35.4) Penalty for Non-compliance of GST Act

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

(35.5) 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.

(37.0) EXTENTION OF TIME :

If in the opinion of Corporation the work is delayed (a) by force majeure (b) by reasons beyond control of contractor, extension of time for carrying out the works can be sanctioned by Corporation on written request from contractor with due reasoning / supporting.

(38.0) HINDERANCE REGISTER: Contractor shall maintain site Hindrance Register in the format as prescribed by CPWD/CTE for recording all the Hindrances Occurring during the progress of work.

Hindrance related to work stoppages , clear site not handed over for work , payment delay etc mutually agreed upon by SCI , Contractor , Consultant shall be recorded which shall be and signed by all the three parties i.e SCI Engineer, Consultant, Contractor. All necessary references related/ documents etc for each hindrance shall enclosure to the Hindrance Register.

(40.0) SAFETY REGULATIONS

1. Readily accessible first aid kit including adequate sterilized cotton and dressing shall be provided.
2. Any injured person shall be taken to nearest public Hospital without delay.
3. All workmen working at heights shall be provided with safety belts.
4. Portable ladders shall be of heights less than 8 meters. In case of ladders additional man shall be provided for holding the ladders.
5. Workers engaged in welding and related works shall be provided with protective eye shields and gloves.
6. All the electrical connections taken for work purpose shall have earthing wires provided for equipment earthings.
7. Open / temporary jointing of the cables shall be avoided and all connections shall be taken through proper sockets and plug tops, insulated joints and switches etc.
8. Live wires shall not be laid on ground / road or taken on surface without protective cover.
9. Protective switchgear shall also be used for all temporary works.

(41.0) Penal Action:- In case (i) performance of the supplier/ contractor is not satisfactory or (ii) supplier is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the supplier/ vendors/ contractor is under suspicion or if there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into commercial loss to SCI, SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the Corporation or suspension revoked, as the case may be

(42.0) 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.
- D. The Term “Engineer-In-Charge” shall means Civil Engineer of SCI.

WE AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS.

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

Place:

Date:

.....

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

PART – I**SECTION – IV****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS IN SCI-MTI, POWAI, MUMBAI.****FORM OF PARTICULARS**

1)	a)	Name of the Company:	
	b)	Full Postal Address of the Company:	
	c)	Fax Numbers:	
	d)	Telephone Numbers:	
	e)	Mobile Numbers:	
	f)	Email Address:	
2)		Date & Year of Establishment of Bidder's Business	
3)		<p>Please indicate whether your firm is <u>Proprietorship</u> or <u>Partnership</u> or <u>Private Limited Company</u> [<i>Kindly attached with tender Partnership Deed / Article of Association and Memorandum of Association</i>]</p> <p><i>[Please also attach copy of Audited Balance Sheet for last three financial years]</i></p>	
4)		Please indicate name (s) of Proprietors / Partners / Directors and their other business, if any:	
5)		<p>Is your company is registered under Udyog Adhhar, Municipal Act and/or Shops and Establishment Act (If no, state reason)</p> <p>Please attach copy of registration certificate. (If no state reason).</p>	
6)		Tender Document fees of Rs. 1180/- Non-refundable (Indicate DD No. / Swift copy / UTR No. & date).	
7)		EMD for Rs.7,500/- -(Indicate DD No. / Swift copy / UTR No. & date & Date) or bank Guarantee from nationalized bank.	
8)		<p>Provide PAN Number:</p> <p>(Please attach copy)</p>	

9)		Provide GST Registration No. (Please attach copy)	
10)		Provide MSME certificate (Udyog Aadhaar) (Please attach copy)	UAN No.: _____ (If applicable)
11)	a)	Details of Experience (Please attach copies of Work Order & Work Completion Certificate)	
12)	a)	Bidder's Audited Annual Accounts i.e. Balance Sheet, Profit and Loss Account and Auditor's Report for the last three consecutive years, duly certified (To be attached).	
	b)	If required, the financial documents of the bidders Parent / Associate Company may also be called for.	
13)		Whether any Govt./PSU/PSB/SCI has banned and/or blacklisted and/or taken any punitive action against your firm during period of past five years considered from tender due date.? If yes, state details/reason.	
14)		Whether your firm has been disqualified by the SCI at any time in the past for any contract, if yes, state reasons.	
15)		Bidder to state whether any member of their company has any relation employed in the Corporation. If yes, give full details.	
16)	a)	Whether the bidder employs in any capacity administrative or advisory, ex-officer of the Corporation, who has retired from the corporation as DGM or higher level in preceding two years as on the bid closing date	
	b)	If the answer to (a) is affirmative. The name & designation of that officer in the company, his designation at the time of retirement in SCI and his date of retirement from SCI to be furnished.	
	c)	Also the role and responsibilities of that officer especially with regard to this contract .	
17)		Any other information considered necessary but not included above.	

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting at any point of time, I am aware that I may be held liable for disqualification / termination.

N.B :- Please upload this form along with General Terms & Conditions, and stamped on each page. We confirm that we have answered all the above points and attached the documentary evidence, wherever required.

A separate sheet has been attached in respect of points where the space provided is inadequate.

Date: _____

Place: _____

(Signature of Bidder)

Full Name: _____

Designation: _____

Rubber Stamp:

PART – I**SECTION – V****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS AT SCI-MTI POWAI.****SCOPE OF WORK AND GENERAL SPECIFICATIONS****SCOPE OF WORK**

The Contractor's Scope of Work includes but not limited to the following:

Complete supply of all painting materials, transportation of materials to site, storage at site, handling, unpacking, disposal of packing material, providing scaffolding, cleaning, surface preparation, site cleaning, application testing and retouching (with paint) for Equipment's, Piping and Structures etc. at his cost, except where otherwise specified as per Engineering Standards and Technical Specifications indicated herein and instructions of Engineer-in-charge.

Painting works are to be performed at following building premises within MTI campus.

1. Essential service block
2. flat A-6,
3. Hostel-1
4. Dining area of canteen block.

Section 1 GENERAL CONDITIONS & SPECIFICATIONS

The general conditions shall be applicable to all Sections to the extent the context permits and are intended to supplement the provisions in the specifications (applicable to the relevant contract) and Rules for Measurement given in the beginning of each Section. In case of any discrepancy, the provisions in the particular Section shall take precedence.

1. INTERPRETATION:

Principal (MTI) shall be the sole deciding authority of the meaning, interpretations and implications of various provisions in SCI Schedule. His decision in writing shall be final and binding on all concerned.

2. DEFINITIONS:

The following term, expressions and abbreviations in the SCI Schedule shall have the meaning or implications hereby assigned to them unless mentioned otherwise elsewhere:

- a) **Diameter:** i) of brass tube and steel conduits: external diameter of all other pipes, tubes and tubulars not mentioned above : nominal diameter of the bore.
- b) **E.I.C.** Engineer-in-Charge appointed by the Accepting Authority of the contract to supervise works and issue instructions to contractor mentioned in the various conditions of contract.
- c) **Best** The word 'Best' when used, shall mean that in the opinion of E.I.C. there is no superior material / article and workmanship obtainable in the market and trade respectively.

- d) **Site** The lands and/ or other places on, in, into or through which work is to be executed under the contract or any adjoining land, path street which may be allotted or used for the purpose of carrying out the contract.
- e) **Contractor** Individual or firm or company or Corporation, incorporated or not, undertaking the works and shall include the legal/ personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company or corporation, and the permitted assigns on such individual or firm or company or corporation.
- f) **Approved directed** The approval or direction of the Engineer-in-Charge or person deputed by him for the particular purpose.
- g) **Indicated** As shown in drawings, particular specifications, Works Order or Deviation Order.
- h) **SCI** The Shipping Corporation of India Ltd.
- i) **I.S.** The specifications and codes of practice issued by the Indian Standards Institution. Wherever any reference is made to any I.S. in the Specification in SCI Schedule, it shall be taken as a reference to the edition referred in the specification with amendments thereto.

3. The following expression when used either as “heading to Rates Columns” or in the body of the description of items of SCI Schedule., shall have the meanings as described below :

- a) **“Material and Labour”, “Supply and Fix” or “Provide & Fix”.**
The provision of all materials and labour and the performance of all workmanship (together with the provision and use of all transport, tools, plants, scaffolding, appliances and other provisions) necessary for the proper execution of the work as described in the item and provision and use of all coverings or casing etc., necessary to protect the works from inclement, weather etc., and from damage from falling materials or other causes.
- b) **“Add if in repairs” “Add if fixed in repairs”.**
All materials, labour, tools, plant, scaffolding and appliances required for taking out the old article (including plugs, holdfasts etc.), removal of the old article to the Employer’s store, if required, making good of work disturbed at fixing, and obtaining access by raising or removing covers to fittings, etc. and replacing the covers on completion.
- c) **“Patch or in patches”.**
A portion of the existing work to which a partial replacement, renewal or repairs is effected and to which the patch is intimately connected.
- d) **“Transport / Carriage / Cartage”.**
Conveyance by any mode of means, including loading, unloading, reloading etc.

4. **ABBREVIATION :**

The following abbreviation, wherever they appear in the SCI Schedule, shall have the meaning or implication hereby assigned to them:

Average	AVG	Paisa	P
Brass Chromium Plated	BCP	Plain Cement Concrete	PCC

Chromium Plated	CP	Particular Specifications	PS
Cast Iron	CI	Providing & Fixing or Provide & Fix	P&F
Cement Concrete	CC	Providing & Laying	P&L
Cement Mortar	CM	Reinforcement Cement Concrete	RCC
Cement Lime Motor	CLM	Rolled Steel Sections	RS Sections
Cubic Centimeter	CC	Running Meter	RM
Centimeter	CM	Running Feet.	RFT
Cubic Ft.	CFT	Rupee	Re.
Cubic Meter	CUM	Rupees	Rs.
Cubic	CU	Salt Glazed Stoneware	SGSW
Diameter	DIA	Standard Wire Gauge	SWG
Degree Centigrade	deg.	Supply & Fix or supplied & Fix	S&F
Etcetera	ETC.	Square ft.	SFT
Exceeding	EXC	Square meter	M2
Figure	Fig	Square	SQ
For Example	e.g.	Rolled Steel Joists	RSJ
Galvanized Iron	G.I.	THAT IS	i.e.
Ground Level	GL	Tonne	M.T.
Gram	G	Water Closet	WC
Indian Standard or	ISI or	Water Proofing Compound	WPC
Indian Standard Specification	IS or ISS	Millimeter	MM
Kilogram	KG	Mild Steel	MS
Kilometer	KM	Namely	Viz.
Kiloliter	KL	Number (s)	EA
Litre	L	Meter	M
Long Way Mesh	LUM	Not exceeding	N.Exc.

5. WATER

Water used on the works shall in every instance be clean and fresh, from an approved source and free from deleterious materials whether used in process of making materials, or in the execution of the work for cleaning etc. SCI will provide municipal water wherever possible.

6. OLD MATERIALS :

No extra charge shall be allowed for handling, fixing etc. of old materials compared with new materials, except to the extent of the allowance already included for any specification item(s) in the SCI Schedule.

7. ALTERNATIVES :

Where alternative materials, processes etc. are specified or mentioned in the SCI Schedule, the discretion shall rest with E.I.C. where, the works "equal and approved" have been mentioned, the approving of the materials offered as "equal" shall rest with the E.I.C.

8. "DITTO" OR "DO" :

Wherever these expressions are used, these will refer to the whole of the work described in the item immediately preceding the word but subject to any modification which may have been specifically mentioned.

9. MEASUREMENTS:

Mode of Measurement shall be done as per IS 1200-1994. Further unless otherwise mentioned in the particular section concerned, the following shall apply :-

(a) Method of Measurement :

All work executed and paid for under SCI Schedule shall be measured in accordance with the instructions and remarks detailed herein and at the beginning of each section without reference to any local custom or other practice.

(b) All works shall be measured in the Decimal System net as fixed in place, with no allowance (unless specifically provided in for any section) for outings, waste, joints, risk etc. No allowance shall be made for large or small quantities, narrow widths, easy or difficult positions or other exceptional circumstances except where specifically provided for in under any section of the SCI Schedule, or in the contract, extra over the dimensions indicated shall be ignored.

(c) Tolerances :

- i) Dimensions shall be measured to the nearest 0.01 m.
- ii) Areas shall be worked out to the nearest 0.01 sq.m.
- iii) Volumes (i.e. cubic contents) shall be measured out of the nearest 0.01 cu.m.

10. RECORD OF MEASUREMENT :

Where recording of measurements is necessary for assessing payments to the contractors, contractors shall be held responsible if they commence the execution of any item of work which would prevent the measurement of any item of work already done, until such measurements have been recorded and signed by both the parties. This shall apply specifically to new plaster, scrapping of entire wall putty , Birla wallcare putty work etc which are to be executed during the work and other similar hidden items.

11. APPLICATION OF RATES :

The rates in this Schedule, which will be given in Rupees and Paise are full and complete rates. They shall be deemed to include for every allowance necessary, without extra measurement of charge, for meeting the requirements of the various items/components parts, forming part of this schedule and the contract documents (e.g. specification, General and Special Conditions of Contract. Preambles to items and rate etc.) which shall be read together, and any or all of the following, unless specified to the contrary :-

- (a) Compliance with all the conditions of contract with particular reference to General Regulations for the execution of the work and the following:-
 - i) Duties etc. : Payment of octroi, terminal or sales tax or work contract tax or any duties on material obtained for the works and any dues in respect of patent rights.
 - ii) Labour : Supervisory staff and all labour including conditions of their employment, liability to any compensation, wages, etc. as per various labour laws, Labour Regulations, Welfare rules and safety codes.

- iii) Temporary workshops, stores, offices, labour camps, etc. and removing and clearing of site on completion of work.
 - iv) Execution of work in a workman like manner, display “ work in progress” notice at site, facilities for inspection and rectification of bad work and or errors, .
 - v) Responsibility for damages and loss for buildings, materials etc. at the site until handed over.
 - vi) Removal of rubbish/ debris from the site after completion of work .
 - vii) Site drainage of water accumulating due to any causes.
 - viii) Compliance with statutory provisions or regulations and bye-laws of any local authority.
 - ix) Precautions to prevent loss or damage from fire or any other reasons insurance of the Employers buildings temporarily occupied, if any.
- (b) Complete work, i.e. labour, materials, tools and plant, equipment and transport which may be required in the preparation for and for full and entire execution and completion of the works, including waste on materials, carrying in, return of empties, hoisting setting, fitting and fixing in position.
- (c) Local conditions such as nature of works, local facilities for supply of labour and materials accessibility of site and all other matters affecting execution and completion of the works.
- (d) Compliance with maker’s instruction in connection with the use of Proprietary articles.

Section2

PAINTING&POLISHING

SPECIFICATION NOTES :

1. Following Indian Standard Specifications are applicable :

2932	1964	Specification for enamel, exterior type 1, pertaining to (a) Under- coating, (b) finishing, colour as required.
2933	1964	Specification for enamel, exterior type 2, pertaining to (a) Under- coating, (b) finishing, colour required.
348	1969	Specification for French Polish (Second Revision).
2339	1963	Specification for aluminium paint, for general purposes, in dual containers.
3536	1966	Specification for ready mixed paint, red oxide, barium chromite, barium potassium chromite primer.

427	1965	Specification for distemper dry, colour as required (revised).
428	1969	Specification for distemper, oil emulsion, colour as required (First revision).
5410	1969	Specification for cement paint, colour as required.

2. GENERAL SPECIFICATIONS:

- (a) Rate for all items unless specifically stated otherwise shall cover the cost of all materials, labour, tools, scaffolding, staging, props, bamboos, ropes, templates, pegs, nails and all appliances and operations whatsoever necessary for the correct and complete execution of the work. Painting upto height of 15 feet/4.5m is inclusive of scaffolding & shall be included in the rate. Painting in area over and above 15 feet /4.5 m height shall be done by erecting scaffolding for which separate rates are to be quoted under item serial no 40. Measurement of Transverse scaffolding wherever required (e.g wide open area where ceiling is to be painted) shall be considered for scaffolding spacing of minimum 10 feet /3m.
- (b) The items of work shall be generally carried out as per descriptions of items in the Schedule and the specification herein. The contractor shall prepare, if so directed samples of paint on walls etc. for deciding colour scheme for the approval of Engineer-in-Charge at no extra cost.
- (c) The work shall be executed in such a way as to cause minimum inconvenience to the departments concerned and the staff on duty. Special care and precautions shall be taken while painting so as not to stain machinery, furniture, etc. already painted ducts, windows and / or doors, etc.

The furniture and other moveable items shall be shifted, as required during the course of work and replaced in their original positions after completion of work. The floor, furniture, etc. shall be covered with gunny bags, tarpaulin, etc. during the doing of work so as to avoid stains on floor or furniture, etc., any such stains shall be removed thoroughly without causing any damage. At the end of day's work the place shall be swept and cleaned and left in a neat and tidy condition. All this shall be done at no extra cost.

- (d) The surface after painting shall present a smooth and uniform appearance and should not show brush marks, patches or any other faults. The contractor shall make good any such defect at his own cost and his having applied the specified number of coats shall be no criterion for his having completed the job satisfactorily. All such defects shall be readily attended to and rectified to the entire satisfaction of Engineer-in-Charge.

3. TECHNICAL SPECIFICATIONS:

- (a) Following are the approved Brands of Paints :-
- i) M/s. Shalimar Paints
 - ii) M/s. Goodlas Nerolac
 - iii) M/s. Asian paints
 - iv) M/s. I.C.I.-Dulux
 - v) M/s. Snowcem, for cement based exterior paints.
 - vi) M/s. Aqua Alliances
 - vii) M/s. Chemistick
 - viii) M/s. Berger paints

Before commencing any paint work all materials required for the same must be got approved from Engineer-in-Charge.

(b) Contractors shall make at their own cost proper secure arrangements for storage of paints and other materials to be used on various works. The storage of materials shall be open for inspection at any time to the Engineer-in-charge or his representative. All paints, stainers, lacquers, thinner and other paint materials shall be brought and stored in the manufacturers original containers. Paints shall not be stored in open containers. If the same becomes unavoidable the paints in the open containers shall be covered with thin layer of turpentine to prevent formation of skin at the top. Any paint which has become "Stale" or "Flat" due to long storage shall not be used on any work but removed from the site as directed.

(c) Mixing of paints, their thinning and application on the surface shall be carried out as indicated by manufacturers and as per instructions of Engineer-in-Charge.

(d) The rates are for complete job inclusive of

- i) Preparation of surface including minor repairs of plaster, filling cracks and nail holes, scraping, dusting, mopping or washing of surfaces.
- ii) Application of primer
- iii) Application of two or more coats of paint as specified.

(e) Preparation Of Surfaces :

In case of external or internal painting of masonry or R.C.C., the preparation of surface shall involve scrapping the surface with sand papers, coir brushes or metal scrapers to remove all loose, peeling, deteriorated paint. The surface shall then be dusted off and washed with water or wiped with wet cloth as directed. If there is a change in colour scheme or change in the type of paint (say from colour wash to Snowcem or flat oil paint etc.) it is necessary to remove thoroughly the existing paint and bare the original plastered surface. Broken edges, corner or paints in plaster shall then be attended, cracks cut in and groove and those together with nail holes, etc. if any filled with plaster of pairs or putty. In case of steel / wooden surfaces of doors, windows, grills, weldmesh partition, etc. the preparation of surface involves scrapping the surface with metal scrapers, sandpapers or emery papers to remove old paint, loose scales of rust, etc. If red-oxide/pink primer coat is being applied, it is necessary to remove thoroughly the old paint, and bare the original metal / wooden surface.

(f) Application :

Painting shall not be done on a damp surface or in wet weather. The surface to be painted shall be clean, dry, smooth and adequately protected from dampness. Each coat shall be applied in sufficient quantity to obtain complete coverage, shall be well brushed and evenly worked out over the surface, corners, angles, etc. Each coat shall be applied with brush movement from left to right and vise-versa as well as top to bottom and vice-versa. In normal course minimum of 24 hours of drying time shall be allowed between successive coats. The final coat shall match exactly with the desired shade.

Finished work shall be uniform of approved colour, free from runs sage, defective brushing or clogging. The specified number of coats is minimum and if the finish is not satisfactory and approved, the contractors shall apply more coats at no extra cost.

(g) White / Colour Washing :

The white washing shall be prepared from fresh burnt white stone lime or shell lime. The lime shall be dissolved in a tub with sufficient quantity of water, thoroughly mixed and strained through a clean cloth. Clean gum or glue of approved quality shall be prepared by adding approved quality pigment or colouring matter to the white wash in required proportion. The white/colour wash must be stirred continuously during use.

(h) Cement based paints :

Preparation of surface shall be carried out as described in para (e). The surface shall be wetted with water one or two days prior to painting so that it does not absorb moisture from cement paint. Each coat of cement paint may also be moistened with a fine spray to prevent rapid drying and cracking.

The first coat shall be well brushed into the surface to form good bond. The second coat which is to be of exact shade as required shall be applied carefully and to give an even finished appearance.

(i) Ready mixed paints :

These covers the items of synthetic enamel or flat oil paint, plastic emulsion paint and oil bound distemper.

The painting with these products shall be carried out as per manufacturers directions unless otherwise instructed by Engineer-in-Charge. In case of synthetic enamel paint no thinning is usually necessary and will not be permitted. In case of P.E.P. or O.B.D. the thinning with water may be necessary especially for the under coats, but this shall be within the specified proportions. Where primer coat is specified, the same shall be used taking into account the type of surface and the type of paints to be used in finishing coats. After the primer coat is applied the surface shall be checked again for uneven or rough patches, holes, cracks, etc., and rubbed off to smooth and even surface. Out of the two finishing coats the first coat shall be slightly lighter in shade whereas the final coat shall exactly match the required shade.

(j) French Polish :

The French polish for these items may be ready made of approved make and quality or it may be prepared on site from denatured spirit, wax, chandras copal, etc., in proportions as directed.

When polishing a new surface the same shall be thoroughly cleaned and sandpapered. All defects shall be rectified and filled with bees wax or putty as required. The under coat or base coat shall fill up the roughened or unevenness but shall not conceal the natural grain structure of the wood surface. The further coats of polishing and rubbing shall then be continued till a uniform, smooth glossy finish is attained.

4. MODE OF MEASUREMENT :

(a) For walls, ceilings, soffits of staircase, parapets, chajjas, canopies, R.C.C. Columns forming parts of structures, etc. :

- i) The surface area shall be measured.
- ii) The openings shall be deducted and Jambs if any, shall be measured and paid accordingly.
- iii) Openings less than area of 1.00 sq.cm. shall not be deducted and the jambs of the same also shall not be measured for payment.

Note: The surface means one side only whose area shall be the product of length and breadth or height or breadth in appropriate combinations.

- (b) For fully paneled and flush doors and/or windows :
- i) Surface i.e. product of width (from out to out frame of architraves) and height from floor to the top of frame or architrave shall be measured and paid for.
 - ii) Fully glazed wooden doors and windows 50% of each surface stated in manner in 4 (b) (i) shall be measured and paid for.
 - iii) Louvered windows : 1.33 times of the each painted surface shall be paid for.

-
- iv) If the top half of the portion of doors and windows are glazed bottom half paneled where paint / polish is applicable, 75% of each surface stated in manner 4 (b)(i) shall be measured for payment.

Note : The jambs of frame and thickness of shutters shall not be measured separately for payment in all above cases.

(c) Steel Doors and Windows :

- (i) For fully glazed steel doors and windows 25% of each surface (i.e. product of width and breadth) shall be measured.
- (ii) For partly glazed steel doors, windows, the 50% of each glazed surface only shall be measured and paid for.
- (iii) M.S. Collapsible gate shall be measured in sq. meter. Each side being product of height and width of the opening in which the collapsible gate is fitted.

- (d) XPM / Weldmesh partitions, M.S. Grills, Concrete Jalli, etc.

50% of each surface shall be measured including the surface of T.W. framework.

- (e) Painting of pipes may be ordered separately or it may be carried out along with other surfaces of walls. Wherever pipes of any diameter have been ordered to be painted, the same shall be measured in sq. meter arrived by product of $(22 \times D) / 7$ and length. The length includes the fittings and specials and D represents outer diameter of pipes. Nothing extra shall be measured for clamps or other fixing arrangements even if it is required to be painted.

- (f) Rolling shutters shall be measured in sq. meter. Each surface shall be product of width and height of the clear opening in which the rolling shutter is fitted. Nothing extra shall be measured or paid for the top cover, side channels and other accessories even though they are included in painting.

- (g) Lighting fittings, fans, fire extinguisher, etc. These shall be measured by number only.

- (h) In the matter of mode of measurement for any particular item not covered by above, the decision of the Engineer-in-charge shall be final and binding on the contractor.

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

Place:

Signature:

Date:

**Name & Designation of Signatory:
Corporate Seal:**

PART – I

SECTION – VI

**E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS IN SCI-MTI, POWAI,
MUMBAI.**

On a non-judicial 100 Rupee stamp paper

Draft - Bank Guarantee in lieu of Earnest Money Deposit for the tender.

To,
Sir,

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

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

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

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

Yours faithfully,

PART – I**SECTION – VII****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS IN SCI-MTI, POWAI, MUMBAI.****CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER****CHECK LIST FOR ESSENTIAL DOCUMENTS TO BE ESSENTIALLY FURNISHED WITH TECHNICAL BID FOR TECHNICAL QUALIFICATION**

- | | | | |
|----|---|---|---|
| 1. | Tender Cost of Rs. 1180/-
by way of Demand Draft/Pay Order/NEFT
(DD/PO to be attached) | : | DD/PO No. _____
Date : _____
Drawn on _____ |
| 2. | Earnest Money Deposit of Rs. 7,500/-
by way of Demand Draft/Pay Order/BG/NEFT
(DD/PO/ Original BG to be attached)
Note: BG is acceptable only, if EMD is greater than Rs. 50,000/-. | : | DD/PO/BG No. _____
Date: _____
Drawn on _____ |
| 3. | Applicant's Experience as per form A. | : | Yes/No? |
| 4. | All the pages of this tender document duly signed, implying acceptance of all the terms & conditions described through its length. | : | Yes/No? |
| 5. | "Form of Particulars" of Bidder duly filled. | : | Yes/No? |
| 6. | Copy of Income Tax PAN | : | Yes/No? |
| 7. | Copy of Goods Service Tax (GST) Registration | : | Yes/No? |
| 8. | Whether your firm has attached audited copies of P & L A/c, Balance Sheet, IT returns for the last 3 FYs? (Form B) | : | Yes/No? |
| 9. | Copy of Registration / License of firm under Shop & Establishment Act/Municipal Corporation / MSME certificate to establish party is based out of / having fully functional office setup in Mumbai and also proof of other mandatory documents as proof of address. | : | Yes/No? |

NOTE:

1. Any other certificate besides the above mentioned if deemed necessary can also be enclosed.
2. All the documents should be attached on the order mentioned above.
3. All documents to be serially numbered and total number of pages indicated on Covering Letter.

PART – I**SECTION – VIII****E-TENDER FOR INTERNAL AND EXTERNAL PAINTING WORKS IN SCI-MTI, POWAI, MUMBAI.****BANNING GUIDELINES DOCUMENT****Policy and Guidelines for Removal / Suspension / Banning of Entities****1.0 Introduction.**

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

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

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:-

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.

‘Inter-connected Entity’ shall mean two or more companies having any of the following features:-

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

If the Management is common,

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

‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

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.

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.

‘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”.

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 / Contractors, etc. or
 - c. For banning business dealings with the Entity.
- 9.4** The period for which the ban would be operative may be mentioned in the order. It should also state explicitly that the ban would extend to the Inter-connected Entities.
- 10.0 Appeals against the Decision of the Competent Authority:**

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

11.0 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**

Form –B**FINANCIAL CAPABILITIES****(Rs. In lakhs)**

Financial Year	Financial turnover of the firm
2017-18	
2018-19	
2019-20	
Average Annual Turnover over in past three years	

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

ANNEXURE – I

LETTER OF TRANSMITTAL

FROM:

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

Subject: Submission of E-Tender for Internal and external painting works at SCI-MTI Powai.

Sir,

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

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

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

ANNEXURE – II

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

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

Know all men by these presents, we do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address..... who is presently employed with us and holding the position of As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Tender for **E-Tender for internal and external painting works in SCI-MTI, Powai, Mumbai.** . including signing and submission of all documents and providing information/ response to Client, representing us in all matters, dealing with Client in all matters in connection with our bid for the said project.

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

Dated this the.....day of20...

(Signature of authorized Signatory)

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

Witness

Witness1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

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