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भारत सरकार /GOVERNMENT OF INDIA

पोत परिवहन मंत्रालय/ MINISTRY OF SHIPPING

सरकारी नौवहन कार्यालय / GOVERNMENT SHIPPING OFFICE

नव भवन, 10, रामजीभाई कमानी मार्ग / NOU BHAVAN, 10, R.K. MARG,

बेलाई इस्टेट / BALLARD ESTATE,

मुम्बई / MUMBAI-400001

No.55/CDC/D.E. Operator/2013

दिनांक : 03/11/2016

**Subject: LIMITED TENDER NOTICE FOR PROVIDING DATA ENTRY
OPERATORS**

INTRODUCTION

The Government Shipping Office, Mumbai (herein after will be referred as Government Shipping Office, Mumbai) is an allied office of Directorate General of Shipping, Ministry of Shipping, Government of India. Sealed bids on behalf of Shipping Master, Mumbai are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Hospitality Companies/ Firms/ Agencies for providing services of Data Entry Operator of Government Shipping Office , Mumbai.

Desirous companies/ firms/ agency may obtain limited tender documents on request in Administrative Section, Government Shipping Office, Mumbai writing from on all working days between **10:00 Hrs to 17:00 Hrs before the due** date on payment of **Rs. 500/-(non-refundable)** in form of **Demand draft** from any of the Commercial Banks drawn in the favour of “Shipping Master, Mumbai” payable at Mumbai. provided the requisite tender fee/ cost i.e. **Rs. 500/-** is enclosed in the form of Account Payee Demand Draft any of the commercial Bank drawn in favor of “Shipping Master, Mumbai” Payable at Mumbai along with the Technical bid.

01. IMPORTANT DATES

Date of Release of Limited Tender	04/11/2016
Last date of seeking clarifications	15/11/2016 (1200 Hours)
Pre-bid Meeting	15/11/2016 (1400 Hours)
Last Date and Time of Submission of Bids	23/11/2016 (1430 Hours)
Date and Time of Opening of Tender	23/11/2016 (1500 Hours)

The bid shall not be accepted after prescribed deadline under any circumstances whatsoever.

02. EMD

The interested Companies/ firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 50,000/-** Demand draft, Fixed Deposit Receipt, Bank Guarantee from any of the Commercial Bank drawn in favor of **“Shipping Master, Mumbai”** payable at Mumbai and other requisite documents kept near Reception of Government Shipping Office, Mumbai.

The bid securities of the unsuccessful bidders would be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awarded of the contract. The bid security is to remain valid for a period of forty-five days beyond the final bid validity period. No interest shall be payable by the Government Shipping Office, Mumbai on EMD. Successful tenders in the event of the contractor failing to comply with any provision of the contract, EMD/ Security Deposit shall stand forfeited.

03. PERFORMANCE SECURITY DEPOSIT

The successful bidder shall have to deposit a performance Security Deposit of the 10%(approx) of the total amount of order within 20 days of the receipt of the formal order. The performance security deposit will be furnished in the form of Demand drat, fixed Deposit, Bank Guarantee from any of the Commercial Banks drawn in favor of **“Shipping Master, Mumbai”** payable at Mumbai. The performance security deposit should remain valid for a period of 60 days beyond the date of completion of all the obligations of Order to the successful bidder.

04. TWO PART TENDER INSTRUCTIONS

The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested vendors are advised to submit Two separate sealed envelope super scribing “Technical Bids” and “Financial Bids” to the Shipping Master, Mumbai. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscripting “Bid for providing Servicers of Hospitality & cleaning to the Shipping Master, Mumbai. And also deposited/ dropped in the Government shipping Office, Nou Bhavan, 10 R.K. Marg Ballard Estate, Mumbai;- 400001. On or before 23/11/2016 at 14:30 hrs.

05. Technical Bid (Envelop No-1)

The Bidders are required to submit technical bid enclosing therewith photocopies of following documents, failing which their bids will be summarily rejected and will not be considered any further:-

- i Registration certificate with Labour Department.
- ii copy of PAN/TIN No. and Service Tax Number.
- iii Copies of **Income Tax Return** filed for the **last three** financial years.
- iv Copies of EPF and ESI certificates.
- v. Copy of the Service Tax registration certificate.
- vi Work experience of similar work during past three years.
- vii Valid ISO certificate.
- viii the annual **turn over** shall not be **less than 30%** of the estimated cost in the last three consecutive financial years.
- ix Earnest Money Deposit (EMD) of **Rs.50,000/-**
- x The Tender Fee can be deposited with the technical bid.
- xi The bidder is required to enclose self attested photocopies of the following

documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered.

xii The bidder is required to fill Annexure – I, II and III

xiii The Registered Office or one of the Branch Offices of the bidder should be located Mumbai.

xiv Declaration of agency not black listed by any organization.

TECHNICAL BID

For providing Hospitality & cleaning services to Government Shipping Office, Mumbai.

1. Name of bidder Company/ Firm Agency: _____

(Attach certificate of registration with labour department)

2. Name of Proprietor/ Director : _____

3. Full Address of Reg. office : _____

Telephone No.: _____

Fax No. : _____

E-mail Address : _____

4. Full Address of Operating : _____

/branch Office : _____

5. Banker of company/ Firm/Agency : _____

With full address _____

(Attach Latest Bank Certificate : _____

Regarding bank account and credentials) : _____

Telephone Number : _____

Of Banker.

6. PAN/GIR No. : _____

(Attach self attested copy)

7. Service Tax Registration No. : _____

(Attach self attested copy)

8. E.P.F. Registration No. : _____

(Attach self attested copy)

9. E.S.I. Registration No. : _____

(Attach self attested copy)

10. Financial turnover of the bidder **Company/Firm/Agency** for the last three financial year:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lack)	Remarks, if any

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11. Give details of the major similar contracts handled by the bidder Company/Firm/ Agency on behalf of PSUs and Government Departments during the last three years in the following format. Self – attested copies of work orders shall also be attached.

SI.No.	Details of client along with address, telephone and FAX numbers(specify type of manpower provided to each organization attach separate sheet)	Amount of contract (Rs. Lacks)	Duration of Contract	
			From	To
1.				
2.				
3.				

(if the space provided is insufficient, a separate sheet may be attached)

12. Details of Earnest Money Deposit:

Rs. : _____

D.D./B.G. No. & Date : _____

Drawn on Bank : _____

13. Additional information, if any

(Attach separate sheet, if required)

Date:

Signature of authorized person

Name:

Place:

Seal:

For providing Services of Data Entry Operator to Government Shipping Office, Mumbai.

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ proprietor/ Director/ Authorized Signatory of the agency/ Firm, mentioned above, is competent to sign this declaration and execute this tender documents;
2. I/ We abide by the provisions of minimum wages act and other statutory provisions.
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
4. This information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we am/ are well aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 5 I/ We do hereby undertake that complete security of Govt. Shipping Office, Mumbai shall be ensured by our agency. Our Hospitality & Cleaning services shall be cover under (Indemnity Bond) through Insurance agency for minimum sum of

Rs. _____(Rupees in words). The loss on account of theft, if any, shall be recoverable from me/ us through bond.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

For providing services of Data Entry Operator to Government shipping Office, Mumbai.

Certificate of Non- participation of near Relatives in the tender

CERTIFICATE

I _____, S/O _____,

R/O _____ hereby certify that none of my relative(s) as defined in Sr. No. 30 (Terms & Conditions) of tender documents is/ are employed in Government Shipping Office, Mumbai as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, Government Shipping office, Mumbai shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed _____

For and on behalf of the Bidder Name (Caps) _____

Designation _____ Date _____

ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID

(CHECKLIST)

(Unconditional acceptance of Terms and Conditions of the Tender)

PI.TICK

PI use separate sheet for providing complete information.

Sr. No.	Criteria	Vendor Response (Yes/No)	Page No.
01	Registration certificate with Labor Department		
2	Copy of PAN/TIN No. and Service Tax Number		
3	Copies of Income Tax Return filed for the last three financial years.		
4	Copies of EPF and ESI certificate;		
5	Copy of the Service Tax registration certificate		
6	Work experience of similar work during past three year		
7	Valid ISO certificate		
8	The annual turn over shall not be less than 30% of the estimated cost in the last two consecutive financial year.		
9	Earnest Money Deposit (EMD) of Rs.25,000/-		
10	Tender Fee can be deposited with the technical bid		
11	The bidder is required to attached Annexure-I		

12	The bidder is required to attached Annexure-II		
13	The bidder is required to attached Annexure-III		
14	An affidavit to the effect shall be provided by the bidder that no case is pending with the police against the Proprietor/ Firm/ Partner or the Company (Service provider) and the Service Provider has not been blacklisted.		

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily / out rightly rejected and may not be considered;

Seal& Signature

FINANCIAL BID

(To be enclosed in a separate sealed Envelope- II)

For providing services of Data Entry Operators at Government Shipping Office, Mumbai, for a period of from the date of contract.

1. Name of bidder Company / Firm / Agency:

S. No.	Component of Rates	Current Rates As per Govt. of India, Ministry of labour & Employment
1.	Monthly Rate	Fix Rate as per Govt. Of Maharashtra
2.	EPF	Fix percentage (%) as per Govt. Of Maharashtra
3.	ESI	Fix percentage (%) as per Govt. Of Maharashtra
4.	Service Tax Liability	Fix percentage (%) as per Govt. Of Maharashtra
5.	Any other liability (Please indicate in a separate sheet)	

*It is presumed that each of the bidder shall be liable to make payments to the contract employee as per the above statutory liabilities and claim the same from Government Shipping office, Mumbai. The incidence of the above statutory payments shall be worked out by the department. If the quoted values by different, bidder shall abide by such values as taken by Government Shipping Office, Mumbai, based on minimum wages published by Govt. from time to time.

PART-B

Tentative list of Data Entry Operator Requirement (Which may increase or decrease at any point). The Data Entry Operator shall also be provided by the contractor on mutually agreed terms and conditions on award of the contract.

Sr.No.	Designation (Tentative) (may increase or decrease)	Manpower Required
01	Data Entry Operators	09

Service charges: The bidder shall be required to quote service charges per contract employee which shall be deciding parameter for the award of the contract. The successful bidder shall be decided based on minimum service charges quoted by the bidder combined together for providing manpower.

1. The rates of service charges quoted by the bidder should be PART-A and PART-B of entering contract.
2. The payment shall be made in next month for previous month only on the basis of duties performed by each manpower during the month.
3. The service charges quoted by the bidder be only on PART-A Sr. No.1 and PART-B Total amount for monthly basic remuneration of contractual staff. Service charges will not be provided on EPF,ESI, Service Tax and Any other liability.
4. The bidder shall be required to quote service charges per contract employee which shall be deciding parameter for the award of the contract.
5. The service charges should be quoted in % (Percentage) only.

Description of Service Providers	Service Charges (Rate in % only)
Service charges quoted should be only on total amount for monthly basic remuneration of contractual staff	

Date:

Signature of authorized person

Name:

Place:

Seal:

6. Submission of bid

- (i) The bid shall be written in English only.
- (ii) The bid prepared by the bidder shall comprise of (i) price bid.
- (iii) Bid may be submitted in the following manner:

Envelope No. 1- Shall contain all the information and documents in the same serial order as shown in the technical bid. The complete document should be numbered chronologically. On the top of envelope must be superscribed "Technical Bid". Shall also contain the bid EMD.

Envelope No. 2- Shall contain the rates / prices of the duly filled in (schedule of rates) and signed and stamped. On the top of envelope must be superscribed "Financial Bid".

(Please note that the price should not be indicated in any of the documents enclosed in envelope 1).

(iv) All the envelopes must be superscribed "Data Entry Operato Services Tender" with due date and time and shall be sealed in third envelope of bigger size addressed to "The Shipping Master, Government Shipping Office, Nav Bhawan, 1st Floor, 10 R.K. Marg, Ballard Estate, Mumbai- 400 001. The tender must reach on or before 23/11/2016 at 1430 hours.

(v). Incomplete and conditional tender will be rejected.

(vi) All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.

(vii) No other method means of submission of bid except as stated above shall be acceptable. All the documents submitted in the bid must be legible and self-attested. Otherwise the bid is likely to be rejected. Each page of technical and financial bid should be duly signed & stamped.

(viii) The cover should be sent to the following address: -

The Shipping Master
Government Shipping Office, Nav Bhawan, 1st Floor,
10 R.K. Marg, Ballard Estate, Mumbai- 400 001.

(ix) Late / or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted / posted well in time to reach us before the due date.

(x) No conditional discounts will be allowed.

Signature and seal of contractor

SCOPE & DESCRIPTION OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The contract is initially for 02 years and likely to commence 01/12/2016 till the completion of 02 years. The period of the contract may be further extended for one year after the completion of contract on mutual agreement. The contract may be curtailed/ terminated before the contract period owing to deficiency in service or substandard quality of the manpower/guards deployed by the selected /Firm/Agency. This office also reserves the right to terminate the contract during its currency at any time after giving one month notice to the successful bidder.

1. The Semi skilled Data Entry Operator should be able.
2. The Data Entry Operators should be able to read and write English and Hindi and also be able to read addresses and names in English.
3. They should be at least H.S.C. pass from a recognized Board.
4. The persons employed should be proficient in operating the computer and the basic applications like MS- Word, MS- Excel.
5. The Continuous Discharge Certificate Cum Seamen's Identity Documents of Seafarers which contains personal particulars of the seafarers and it is issued by the Shipping Master, Mumbai.
6. The issuance of continuous Discharge Certificate is a statutory work under the Merchant Shipping Act. 1958.
7. It has been decided that the said work of collection of demographic details of the seafarers is to be done through outsourcing.
8. As per process of CDC issuance system, the demographic details of the seafarers received online in the office to be processed & after checking with that of hard copy of application further to be transmitted to the authorized person of the Shipping Master Office, Mumbai. The work also includes assistance in printing & dispatch work.
9. The agency outsourced for this purposed to perform the work in a safe and secure manner and take restrictions and ensure for data protection and that no data and photographs are exchanged and shall also adhere to the privacy standard.

TERMS AND CONDITIONS

1. The contract shall initially be for 02 years unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.

2. The Centre initially will have manpower for work in the Centre & will hire admin & other temporary staff on consolidated salary as per the mutual agreement.

3. The contract shall expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.

4. The contract may be extended, on the same terms and conditions for a further period not exceeding one year. The modification of the rates shall be subject to the variation of statutory levies and contributions and revision of daily minimum wages prevailing at the time of the extension.

5. This office reserves right to terminate the contract during entire period after giving one months notice to the contracting agency. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the office.

6. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.

7. The Successful bidder will be required to pay minimum wages to the manpower supplied as prescribed under the Minimum Wages Act notified from time to time. The Successful bidder will maintain proper record as required under the Law/ Acts.

8. The requirement of this office may further increase or decrease during the period of contract and the Successful bidder would have to provide additional manpower, if required on the same terms and conditions. The requirement of manpower is optional at present which may increase or decrease from time to time and this office also reserves it right not to engage any manpower if so warranted.

9. The Successful bidder will be bound by the details furnished by him/ her to Government Shipping Office, Mumbai, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action besides termination of contract.

10. An affidavit to the effect shall be provided by the contractor that no case is pending with the police against the proprietor/ Firm/ Partner or the company (Service Provider) and the Service Provider has not been blacklisted.

11. The Successful bidder shall ensure that the manpower deployed in Government Shipping Office, Mumbai conforms to the technical specifications, age and language skills prescribed in the Tender Document.

12. The manpower employed by the agency shall be required to work normally as per this office working days i.e. from Monday to Friday from 8:00 hrs to 5:00 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required.

13. The Successful bidder shall furnish the following documents in respect of the individual Manpower who will be deployed by it in this Department before the commencement of work.

(a) List of Manpower short listed by agency for deployment at Government Shipping Office, Mumbai containing full details i.e. date of birth, father name, marital status, address, photograph, identification proof etc.

(b) Bio-data of the persons.

(c) Certificate of verification of antecedents of persons by local police authority.

14. The agency shall be directly responsible for any / all disputes arising between it (agency) and its employees and keep the institute indemnified against all losses, damages and claims arising thereof. In this connection, the agency shall submit the duly signed indemnity bond (Annexure-V).

15. The bidding company shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and identification mark etc.

16. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

17. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan Masala), tobacco chewing, smoking, loitering etc without work.

18. No Bonus, washing allowance, uniform allowance etc. Will be entertained by Government Shipping Office, Mumbai and contractor has to bear all such expenses.

19. The service provider has to produce to Government Shipping Office, Mumbai Copy of EPF, ESI etc. To be paid to Government while claiming the bill.

20. The person deployed shall be required to report for work as per the prescribed timings. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, on day wage shall be deducted. In case of repetition of such instances, clause 18 terms and conditions will be applicable.

21. The contractor shall endeavour to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra

ordinary circumstances like person leaving the job or person being asked to be replaced by this office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view of Administrative Officer (PA&F). If the change exceeds the limit mentioned above and are not justified then a penalty of Rs. 200 per additional change will be imposed.

22. The agency shall designate a coordinator out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.

23. The selected agency shall provide a substitute in the event of any person remaining unauthorised absent to more than two days absence shall attract liquidated damages @ Rs.500 per day per person plus applicable daily remuneration (per such case) starting the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.

24. For all intents and purposes, the Successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so provided and deployed in this office for contractual services. Bidders shall indemnify the Government Shipping Office, Mumbai from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter. For any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

25. The successful bidder shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed by the agency. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

26. It will be the responsibility of the contractor to meet the transportation, food, medical and any other requirement of contractors’ manpower for carrying out the contract works. Office will have no liability in this regard at any stage.

27. For all intents and purposes, the successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so provided and deployed in this office for contractual services. Bidders shall indemnify this office from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter. For any damages, losses claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions / duties, or for payment towards any compensation.

28. The successful bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed by the agency. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions / duties, or for payment towards any compensation.

29. It will be the responsibility of the contractor to meet the transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract works. Office will have no liability in this regards at any stage.

30. The man power deployed by the contractor shall not have any claims of Master and Servant relationship nor have any principal and agent relationship vis a vis Government Shipping Office. For all practical purpose the bidder shall be employer of such manpower provided to this office to perform assigned task.

31. The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the GSO. This should be communicated to all the persons deployed in this office by the contractor.

32. Payment shall be made only to the contractor on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the previous month.

33. No sub-contracting is permissible. The near relatives of all GSO employees either directly recruited or on deputation are prohibited are prohibited from participation in this tender. The near relatives for this purpose are defined as:

a. Members of Undivided family.

b. Are husband and wife.

c. The one is related to the other in the manner as father, mother, son (s) & son's wife (daughter-in-law), daughter (s), daughter's husband (son-in-law), brother (s), brother's wife, sister (s), sister's husband (brother-in-law).

34. The bidders should give a certificate (as per pro-forma attached in Annexure-III) to the effect that none of his / her relative is working in the GSO as defined above. In case of proprietor, for partnership firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender / work will be cancelled and earnest money / security deposit will be forfeited at any stage whenever it is noticed. The purchaser will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

35. The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in this office.

36. Successful bidder shall deposit all taxes, levies, cess etc. on account of service rendered by it to concerned tax collection authorities from time to time as per extant rules and regulations on the matter and produce such receipt to GSO.

37. The successful bidder shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

38. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

39. In case, the successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, then this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

40. In case the bidder is not quoting service charges, such bids are liable for outright rejection.

41. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

42. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by Shipping Master, Mumbai, in respect of the persons deployed and submit the same to in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

43. The claims in bill will be considered only if the documentary proof of remittance toward EOF, ESIC, Service Tax etc. and any other tax / levy payable shall be paid in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished. The decision of Shipping Master, Mumbai, is final in this regard.

44. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and jurisdiction will be Mumbai.

45. **FRAUDULENT & CORRUPT PRACTICE:**

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the GSO of the benefits of free and open competition.
- "Corrupt Practice" means offering, giving, receiving or soliciting of any thing of value pressurizing to influence the action of a public official in the process of contract execution.

46. **LACK OF INFORMATION TO BIDDER:** The bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfil his obligation under the Contract. Any query, whatsoever, in this regard must be put up and cleared in the pre-bid meeting.

47. CONTRACT OBLIGATIONS: After the award of the contract, if the bidder does not fulfil contract obligations within stipulated time as well as quality then Shipping Master, Mumbai, reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

48. Service charges should be quoted in % (Percentage).

49. The requirement of this office may increase or decrease during the period of the contract.

50. The conditional bids shall not be considered and likely to be rejected in very first instance.

51. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid / Bid application must be initiated by the person authorized to sign the bid.

52. The Shipping Master, Mumbai, reserves the right to annul any or all bids without assigning any reason.

53. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event and may come to an end or cease to exist, and the decision of the Shipping Master, Mumbai, as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his opinion terminate the contract.

54. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith as to the matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Shipping Master, Mumbai or to the sole arbitration of the officer for the time-being entrusted whether in addition to the functions by whatever designation such officers may be called (herein after referred to as the said officer) and if the Shipping Master, Mumbai or the said officer is unable or unwilling to act as such to the sole arbitrator, the agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is GSO

employee or that he has to deal with matter to which the agreement relates or that in the course of his duties as GSO employee he has expressed views on all of the matter under dispute. The award of

the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to, being transferred or vacating his office or being unable to act for any reason whatsoever, Shipping Master or the said officer shall appoint another person to act as arbitrator with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The proceedings of arbitration shall be in English language.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the Government Shipping Office, Mumbai or such other Places as the arbitrator may decide. The following procedure shall be followed:

- In case the parties are unable to reach a settlement by themselves, the dispute should be submitted to arbitration with contract agreement.
- There should not be a joint submission with the contractor to the sole Arbitrator.
- Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- The onus of establishing his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- The “points of defence” will be based on actual conditions of the contract.
- The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
- The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defence”
- If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

55. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

56. Shipping Master, Mumbai, reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

SHIPPING MASTER, MUMBAI

SEAL:

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To,
Government Shipping Office,
Nou Bhavan, 10 R.K. Marg,
Ballard Estate, Mumbai:400001.

WHEREAS

.....
.....
.....
(Name and address of the supplier) (Hereinafter called "the supplier has undertaken in pursuance of contract no.....Dated to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.....

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the day of20.....

(Signature with date of the authorized officer of the Bank)

.....
.....

(Name and Designation of the Officer)

.....
.....

(Seal, name & address of the Bank and address of the Branch)

LETTER OF GUARANTEE

To,
Government Shipping Office,
Nou Bhavan, 10 R.K. Marg,
Ballard Estate, Mumbai:400001.

In ACCORDANCE WITH YOUR TENDER for supply ofMs.
(hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for the supplyas an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs.(Rupees.....) valid up to(180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within validity period, (2) Non acceptance of the Letter of Indent/ Purchase order by the Bidder when issued within the validity period,(3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We(Bank name) having its registered office at guarantee and undertake to pay immediately on first demand by..... the amount of Rs. (Rupees.....) without any reservation protest, demur and recourse. Any such demand made by the Government Shipping Office, Mumbai. Shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to 180 days from the date of issue of Bank Guarantee) if any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- Our liability under this Bank Guarantee shall not exceed Rs.(Rupees.....)
- This Bank Guarantee shall be valid up to(date).
- We are liable to pay the guaranteed amount or any part thereof under this BankGuarantee only and only if you serve upon us a written claim or before.....(date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor,

Name of Bank:

Address:

Date:

Instruction to bank: bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period