

# **SEAFARERS' WELFARE FUND SOCIETY**

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Ref. No. 1-SWFS(4)/2021/Tender-5

Date:30/03/2021

## **TENDER NO. 5**

### **SUBJECT : LIMITED TENDER NOTICE FOR PROVIDING OFFICE PREMISES CLEANING SERVICES.**

#### **INTRODUCTION**

Seafarers' Welfare Fund Society, Mumbai is an Autonomous society under Ministry of Ports, Shipping & waterways, Govt. of India. Sealed bids are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound parties for providing office premises cleaning services for Seafarers' Welfare Fund Society, Mumbai.

Desirous interested Companies/ Limited Liability Partnership firms (LLPs) / Partnership firms / Proprietary firm's agencies may download limited tender documents available on the website of the Directorate General of Shipping i.e. [www.dgshipping.gov.in](http://www.dgshipping.gov.in).

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**01. IMPORTANT DATES**

<b>Date of Release of Limited Tender</b>	<b>30/03/2021</b>
<b>Last date of seeking clarifications</b>	<b>05/04/2021 (04:00 HRS.)</b>
<b>Last Date and Time of Submission of Bids</b>	<b>19/04/2021 (15:00HRS)</b>
<b>Date and Time of Opening of Tender</b>	<b>20/04/2021 (15:00HRS)</b>

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

**02. EARNEST MONEY DEPOSTI (EMD)**

The interested Companies/ LLPs/Partnership firms/Proprietary firms Agencies may submit the sealed tender document complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 50,000/-** in the form of Demand draft drawn in favor of “Seafarers’ Welfare Fund Society, **Mumbai**” payable at Mumbai or Bank Guarantee from any of the Commercial Bank and other required documents in the office of the seafarers’ Welfare Fund Society, Mumbai.

The EMD 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 30<sup>th</sup> 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 Seafarers’ Welfare Fund Society, Mumbai on EMD.

**03. PERFORMANCE SECURITY DEPOSIT**

The successful bidder shall have to deposit a performance Security Deposit of the 10%(approx) of the total amount of the contract value within 20 days of the receipt of the formal order. The performance security deposit will be furnished in the form of Demand draft drawn in favor of “Seafarers’ Welfare Fund Society, **Mumbai**” payable at Mumbai / Bank Guarantee from any of the Commercial Banks. 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 envelopes super scribing “Technical Bids” and “Financial Bids” to the Seafarers’ Welfare Fund Society, Mumbai. **Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscripting “Bid for providing “office premises cleaning services ” to the Seafarers’ Welfare Fund Society, Mumbai on or before 19/04/2021 at 15:00 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 (Shop & Establishment) with Local Municipal Authority
- ii. Registration Certificate / License of contract labour obtained by the Contractor from the Department of Labour, Govt. of Maharashtra, to carry out contractual services in Maharashtra.
- iii Copy of PAN and GST TIN Number of the firm.
- iv Copies of **Income Tax Return** filed for the **last three** financial years.
- v Copies of EPF and ESI Registration certificates.
- vi. Work experience of similar work during past three years.
- vii The annual **turnover** shall not be **less than 30%** of the estimated cost in the last three consecutive financial years.
- viii Earnest Money Deposit (EMD) of **Rs. 50,000/-**
- ix The bidder is required to fill Annexure – I, II and III & complete the Annexure-IV.
- x The Registered Office or one of the Branch Offices of the bidder should be located at Mumbai.
- xi Declaration of agency being not black listed by any organization

## **06. SUBMISSION OF BID - INSTRUCTIONS**

- (i) The bid shall be written in English only.
- (ii) The bid prepared by the bidder shall comprise of (a) Technical bid& (b) Financial 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 superscripted “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 superscripted “Financial Bid”.

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

- (iv) Incomplete and conditional tender will be rejected.
- (v) All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- (vi) 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.
- (vii) Late / or delayed tenders shall not be considered. Therefore, please ensure that the tender submitted well in time to reach us before the due date.
- (viii) No conditional tenders will be allowed.

**SCOPE OF CLEANING CONTRACT & DESCRIPTION OF WORK AND  
GENERAL INSTRUCTIONS FOR BIDDERS.**

The contract is initially for Two Years (02) from the date of agreement till the completion of two years period. The period of the contract may be further extended for one year after the completion of contract on mutual consent/agreement. The contract may be curtailed/ terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company/LLP/Firm/Proprietary 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 contract is for providing cleaning services for office premises on ground floor, (approx.. 5025 sq. ft. area) along with the ground floor main passage area, stair cases upto first floor, gents/ladies toilets, office tables, chairs, cupboards, furniture fixtures and computer hardwares etc. on daily basis on all working days. The cleaning work to be carried out thrice a day i.e. before the start of office working hours, after the lunch break and on/after closing of office. All the cleaning material of high standard quality and the experienced manpower will be arranged by the contractor.
2. The Cleaning staff deployed should be unskilled & able to read & speak in Hindi/English & able to read name & address in Hindi/English.

**Signature and seal of contractor**

**TECHNICAL BID**

**For providing Office Premises Cleaning services to Seafarers Welfare Fund Society, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Fax No. : \_\_\_\_\_
- E-mail Address: \_\_\_\_\_
- Mobile No. of the Director/Partner/Proprietor: \_\_\_\_\_
4. Full Address of Operating: \_\_\_\_\_  
/branch Office: \_\_\_\_\_
5. Banker of company/ Firm/Proprietary: \_\_\_\_\_  
Firm with full address \_\_\_\_\_  
  
(Attach Latest Bank Certificate: \_\_\_\_\_  
Regarding bank account & credentials): \_\_\_\_\_  
  
Telephone Number of Banker: \_\_\_\_\_
6. PAN/GIR No. : \_\_\_\_\_  
(Attach self attested copy)
7. GST 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 years:

(Attach separate sheet if space provided is insufficient)

<b>Financial Year</b>	<b>Turnover (Amount in Rs. Lacs)</b>	<b>Remarks, if any</b>

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. Lacs)	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: \_\_\_\_\_

**Annexure-II**

**For providing Office Premises Cleaning services to Seafarers Welfare Fund Society, 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 Seafarers' Welfare Fund Society, Mumbai shall be ensured by our agency. Our Hospitality & Cleaning services shall be covered under (Indemnity Bond) through Insurance agency for minimum sum of Rs. 5,00,000/- (Rupees Five Lacs only). The loss on account of theft, if any, shall be recoverable from me/ us through bond.

Signature of authorized person

Date:

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Seal:

**For providing Office Premises Cleaning services to Seafarers' Welfare Fund Society, 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. 32 (Terms & Conditions) of tender documents is/are/shall be employed in Seafarers' Welfare Fund Society, 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, Seafarers' Welfare Fund Society, 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 \_\_\_\_\_

**(Note: To be signed by Director/Partner/Proprietor only)**



**Annexure-IV****ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID**  
**(CHECKLIST)**(Unconditional acceptance of Terms and Conditions of the Tender) **PL.TICK****Please use separate sheet for providing complete information.**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Vendor Response (Yes/No)</b>	<b>Page No.</b>
	Registration Certificate with Local Municipal Authority (Shop & Establishment)- License.		
01	Registration certificate/ License issued by the Department of Labour, Govt. of Maharashtra.		
02	Copy of PAN & GST TIN Number of firm		
03	Copies of Income Tax Return filed for the last three financial years.		
04	Copies of EPF and ESI certificate;		
05	Work experience of similar work during past three year		
06	The annual turnover shall not be less than 30% of the estimated cost in the last two consecutive financial year.		
07	Earnest Money Deposit (EMD) of Rs.50,000/-		
08	The bidder is required to attached Annexure-I		
09	The bidder is required to attached Annexure-II		
10	The bidder is required to attached Annexure-III		
11	An affidavit to the effect shall be provided by the bidder that no case is pending with the police against the Proprietor/ Firm/ Partner/Director 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****Cont:10**

**FINANCIAL BID**

**(To be Submitted in a separate sealed Envelope- II)**

**For providing Office Premises Cleaning Services to the Seafarers' Welfare Fund Society, Mumbai, for a period of Two Years (02) from the date of contract.**

**PART-A**

1. **Name of bidder Company / Firm / Agency:** \_\_\_\_\_

**PART-A (1)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount in Rupees</b>
1.	Cleaning of Office Premises (approx.. area 5025sq.ft.) on ground floor, main passage of ground floor and staircase up to first floor), cleaning of men's/women's toilets in the ground floor premises, cleaning of staff tables, chairs, cupboards, furniture & fixtures & computer hardwares on daily basis, thrice a day (half an hour before the office hours, after lunch and after closure of office, along with the material.	Rs.
2.	GST (in percentage and value)	Rs.
3.	Total Monthly cost	Rs.
4.	Total cost for 24 Months	Rs.

\* The successful bidder has to deploy the sufficient number of manpower depending on the requirement. The salary to the deployed manpower and their statutory dues are to be made/deposited by the contractor, as per the wages notified by the Govt. of Maharashtra from time to time and the Seafarers Welfare Fund Society shall not be made liable for the same.

\*It is presumed that each of the bidders shall be liable to make payments to the persons deployed by it as per the above statutory liabilities and no claim from any deployed person for cleaning work shall be entertained by the Seafarers Welfare Fund Society.

\*The payment to the contractor shall be made in next month for previous month only on the basis of original bills and supporting documents, after deducting the statutory taxes, applicable.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of authorized person

Name: \_\_\_\_\_

Seal: \_\_\_\_\_

**TERMS AND CONDITIONS**

1. The contract shall initially be for Two Years (2 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 contract shall expire after two years from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
3. 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 at the time of the extension.
4. This office reserves right to terminate the contract during entire period after giving one month's notice to the contracting agency. The contract will remain valid for two years or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the office.
5. 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.
6. The Successful bidder will be required to pay minimum wages to the manpower deployed for cleaning work 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.
7. The Successful bidder will be bound by the details furnished by him/ her to Seafarers' Welfare Fund Society, 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.
8. 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) or any of the personnel deployed by it and the Service Provider has not been blacklisted.
9. The Successful bidder shall ensure that the manpower deployed in Seafarers' Welfare Fund Society, Mumbai conforms to the technical specifications, age and language skills prescribed in the Tender Document.
10. The contractor shall deploy its cleaning staff depending on the area required to be cleaned as mentioned in the quotation and shall be required to work normally during 9.00 a.m. to 6.00 p.m. on office working days i.e. from Monday to Friday The manpower may also be called upon to perform duties on Saturday, Sunday and other gazette holidays, if required. The office working hours for the manpower deployed will be decided by the SWFS management to the concerned staff depending on the situation or exigency.
11. The Successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it before the commencement of work.
  - (a) List of cleaning staff & Cleaning Supervisor deployed at Seafarers' Welfare Fund Society, Mumbai containing full details i.e. Name in full, date of birth, father name, marital status, complete residential address, photograph, identification proof, contact mobile number, educational & technical qualifications, if any etc.
  - (b) Bio-data of the persons.
  - (c) Certificate of verification of antecedents of persons by local police authority.

12. The agency shall be directly responsible for any / all disputes arising between it (agency) and its employees and keep the society indemnified against all losses, damages and claims arising thereof. In this connection, the agency shall submit the duly signed indemnity bond.
13. The bidding company shall provide the dress and 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.
14. 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.
15. 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.
16. No Bonus, washing allowance, uniform allowance etc., will be entertained by Seafarers' Welfare Fund Society, Mumbai and contractor has to bear all such expenses.
17. The service provider has to produce to Seafarers' Welfare Fund Society, Mumbai copy of wage bill paid to the staff deployed and EPF, ESI etc. paid to Government while claiming the bill.
18. 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 the contractor will arrange the substitute/alternate staff to carry the work.
19. The contractor shall endeavor 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.
20. 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.
21. For all intents and purposes, the Successful bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so deployed in this office for contractual services. Bidders shall indemnify the Seafarers' Welfare Fund Society, 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.
22. 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.
23. 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.
24. The manpower deployed by the contractor shall not have any claims of master and servant relationship nor have any principal and agent relationship vis a vis Seafarers' Welfare Fund Society. For all practical purpose the bidder shall be employer of such manpower provided to this office to perform assigned task.

25. 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 SWFS. This should be communicated to all the persons deployed in this office by the contractor.
26. 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.
27. No sub-contracting is permissible. The near relatives of all Seafarers' Welfare Fund Society, employees either directly recruited or on deputation 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).
28. 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 SWFS 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 company or firm or the person will also be debarred for further participation in the concerned unit.
29. 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.
30. The 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 this office.
31. The Contractor 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.
32. The TDS shall be deducted as per the provisions of Income Tax Act and Goods & Service Act, as applicable and as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
33. 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.
34. 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.

35. The agency shall raise the bill, in triplicate, along with Daily Cleaning Report sheet duly verified by Administrative officer of this society, in respect of the no of persons deployed and submit the same to SWFS 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.
36. The claims in bill will be considered only if the documentary proof of remittance toward wages paid to cleaning staff deployed, deposit of EPF, ESIC, GST 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 Administrative Officer, SWFS, Mumbai, is final in this regard.
37. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and jurisdiction will be Mumbai.
38. **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 SWFS of the benefits of free and open competition.
  - “Corrupt Practice” means offering, giving, receiving or soliciting of anything of value pressurizing to influence the action of a public official in the process of contract execution.
39. **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 fulfill his obligation under the Contract. Any query, whatsoever, in this regard must be put up and cleared in the pre-bid meeting.
40. **CONTRACT OBLIGATIONS:** After the award of the contract, if the bidder does not fulfill contract obligations within stipulated time as well as quality then Seafarers Welfare Fund Society Mumbai, reserves the right to cancel the contract and apply all remedies available to it under the terms and conditions of this contract, including forfeiting of the EMD or Performance Security Deposit and blacklisting the contractor..
41. The conditional bids shall not be considered and likely to be rejected in very first instance.
42. 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.
43. The Seafarers Welfare Fund Society, Mumbai, reserves the right to annul any or all bids without assigning any reason.

44. **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 Seafarers' Welfare Fund Society, 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.

45. **ARBITRATION**

In the event of any question, dispute or difference arising under this agreement or in connection there with et as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Seafarers' Welfare Fund Society, 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 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 SWFS employee or that he has to deal with matter to which the agreement relates or that in the course of his duties as SWFS 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, the Administrative Officer 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 Seafarers Welfare Fund Society's Office at 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 defense” 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 defense”
  - If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
46. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.
47. Seafarers’ Welfare Fund Society, 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.

(Signature of authorized person of bidding firm)

Seal of the firm/company: