



**The Shipping Corporation of India Ltd.**  
**Purchase and Services Department**

TENDER REF. NO.:	P&S/MROPES/2019
TENDER TITLE:	TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.
DUE DATE & TIME	<u>24/12/2019, 17:00 HRS</u>
TENDER FEE	<u>For Indian Bidder: INR 2950 /- (Rupees Two Thousand Nine Hundred Fifty Only) Inclusive of 18% GST.</u>
EARNEST MONEY DEPOSIT (EMD)	INR 22000 /- : (Rupees Twenty Two Thousand Only)

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**PART - I**

**SECTION – I**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**GENERAL INFORMATION**

- (1.0)** Sealed tenders are invited by the Shipping Corporation of India, (hereinafter referred to as “the Corporation”) for supply of “MANILA ROPES” on free onboard basis at Mumbai / JNP & other Indian Ports to the vessels owned / operated /managed/ chartered by the Corporation and / or its subsidiary / associate companies and also those for which the Corporation acts as Agents.

Tenderer should have at least 2 (two) years continuous relevant experience during last 5 (five) years of ON BOARD supplies at tendered Indian ports (Mumbai, Chennai, Kolkata, Vizag, Saurashtrian ports etc).

- (2.0)** Relevant experience means that the tenderer should have experience in supplying manila ropes on board vessels calling at Indian ports (Mumbai, Chennai, Kolkata, Vizag, Saurashtrian ports etc), alongside (at berth)/ in stream (at anchorage)/ at OPL, either through his own offices or through agents.

**(3.0) PERIOD OF CONTRACT:**

The period of the contract shall be for two years from the date of contract commencement as decided by the Corporation. The Corporation will have sole option to extend the contract twice by three months each after the expiry of two years contract period.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

- (4.0)** Tender’s quotations should strictly be in line with the “**Rate Clause of General Terms & Conditions and Price Offer**” format.

- (5.0)** (5.1) Tender in the enclosed form, duly completed and signed on each page, should be sent by registered post/courier service/hand delivery, in a sealed cover super scribed “**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**” addressed to:

General Manager (Purchase & Services)

The Shipping Corporation of India Ltd.,

“Shipping House”, 12<sup>th</sup> floor, Purchase & Services Division

245, Madame Cama Road, Mumbai-400 021.

- (5.2) DUE DATE:** Tender should reach Corporation’s office **latest by 17:00 Hours (IST) on 24/12/2019** at the above address. The Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of General Manager (Purchase & Services)’s Secretariat before due date and time. However, if it is not convenient for the Tenderer to visit Corporation’s office in Mumbai, then the Tenderer may send the tender by post / courier service at the above mentioned address so as to reach on or before the due date and time.

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

(5.3) **TENDERS SUBMITTED BY EMAIL / FAX WILL NOT BE ACCEPTED.** Sealed tenders will be accepted in person/by Post/by Courier.

**(6.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER:**

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

(6.1) The Tender Forms are issued in two parts:

**Part I (Technical Offer) includes**

Section I - General Information

Section II – Essential Conditions

Section III – General Terms and Conditions

Section IV – Technical specifications, Responsibilities and brand of offered products,

Section V - Form of Particulars

Section VI- Undertaking for payment of tax to concerned authorities

Section VI - List of documents to be enclosed

Section VII – Bidding Guidelines

**Part II (Price Offer) for submission of quotation**

Section A – Price Offer.

Section B – Annual Estimated Lifting

(6.2) Tenderers are requested to submit the **“Technical Offer”** consisting of **Part I** in one sealed cover (envelope) and the **“Price Offer”** consisting of **Part II** in another sealed cover (envelope). On both the sealed covers tenderer’s name and address should be indicated on the bottom left side of the cover. The first sealed cover should be superscribed on top **“Part I - Technical Offer”** and the second cover **“Part II - Price Offer”**. These two sealed covers should then be put in a third envelope and then be sealed. The envelope should be addressed to the **General Manager (Purchase & Services)** according to instructions as per 5.0 above and should bear name and complete address (including Tel. No., Fax No. & E-mail ID) at the bottom left corner. All the sealed covers to be superscribed **“Tender for Supply Of Manila Ropes At Indian Ports”** - Due Date 24.12.2019 at 1700 hrs.

(6.3) Tenderers who download the tender documents from the SCI website shall use their own envelopes for submission of the tender in the same fashion as mentioned at 6.2 above. Tender documents, if downloaded from the SCI 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 tenderer 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 tenderer will be debarred from participating in future tenders of the Corporation.

(6.4) **Tenderer should ensure that all pages of the tender documents are serially numbered and total number of pages indicated in the covering letter.**

**(7.0) 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 Tenderer to undertake the contract and, if found unsuitable shall reject the tender, in which case their **“Part II (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 Part I (Technical Offer), must be enclosed with the tender.

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

**(9.0) Tenderers are requested to quote their best and final offer. No revised offer shall be entertained.**

**(10.0) MICRO AND SMALL ENTERPRISES CLAUSE :**

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

**(11.0) VALIDITY:**

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

(11.2) During the validity of the quotation, in case the Tenderer increases its Price Offer, the tender would be liable to be rejected.

**(12.0) EARNEST MONEY DEPOSIT:**

Earnest Money Deposit in INR, to be furnished in the form of Demand Draft of **Rs.22,000/- (Indian Rupees Twenty Two Thousand only)** drawn in favour of THE SHIPPING CORPORATION OF INDIA LTD., payable at Mumbai, India.

The tender should be accompanied with the Demand Draft of the EMD remittance. EMD in form of Demand Draft must be enclosed with the “Technical Offer” only and details should be indicated in the Tender Form, **Part – I (Section IV)**. The EMD is refundable subject to the tenderer not withdrawing their offer before decision on the tender and / or failure of the tenderer to accept the contract, if awarded and/or any reason whatsoever as mentioned under the terms of the tender.

**(13.0) TENDER FEES:**

(a) Tender documents can be collected on payment of **INR 2,500/- + 18% GST = INR 2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** per tender set as tender fee (non-refundable) by making a written application to “The General Manager (Purchase & Services)” at the above mentioned address, for obtaining the prescribed tender form. The application should be accompanied with crossed Demand Draft of INR 2950/-, drawn in favour of “The Shipping Corporation of India Ltd” payable at Mumbai towards tender fee.

The General Manager . (Purchase & Services),  
The Shipping Corporation of India Ltd.,  
“Shipping House”, 245, Madame Cama Road,  
MUMBAI-400 021, INDIA.

(b) Tender documents are also available for downloading from the Corporation website [www.shipindia.com](http://www.shipindia.com) and Government website <http://eprocure.gov.in/epublish/app> **However, in such**

**cases, sealed tender documents, duly completed, must be accompanied with** the Tender fees in the form of Demand Draft for INR. **2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** drawn in favour of “The Shipping Corporation of India Ltd.” payable at Mumbai.

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

**(14.0) DESIGNATION AND CONTACT DETAILS OF PERSONS FOR THIS TENDER:**

General Manager – (Purchase & Services)

Phone No.: 022-2283 2759 (Direct)

Phone No.022-22772375 (Board), Extension: 2375

Email: [pv.kulkarni@sci.co.in](mailto:pv.kulkarni@sci.co.in)

**PART – I**

**SECTION – II**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**ESSENTIAL CONDITION –ELIGIBILITY CRITERIA**

**1.0 EXPERIENCE:**

1.1 Tenderer should have at least 2 (two) years continuous relevant experience during last 5 (five) years of on board supplies at Indian ports. (Substantiate the experience by furnishing details of items supplied during the period, indicating names of shipping lines being supplied, together with copies of documents like Challans / Invoices etc. as proof of free supplies on board experience).

Relevant experience means that the tenderer should have experience in supplying Manila Ropes on board vessels calling at Indian ports (Mumbai, Chennai, Kolkata, Vizag, Saurashtrian ports etc), in stream (at anchorage)/ alongside (at berth), either through his own offices or through agents.

1.2 Tenderer should be manufacturer or their authorised dealer/ distributor. The manufacturer should have license from BIS in respect to the offered products. Tenderer to attach dealership certificate in case they are not a manufacturer and copy of license from BIS for their offered products.

**2.0 DESCRIPTION OF MATERIAL AND CERTIFICATION:**

2.1 Hawser-Laid (3-Strand) Manila Rope conforming specification IS: 1084-1994 Grade 2. The diameter of rope shall be ranging from 10mm to 30mm. The standard length of the coil is 220 mtrs or any length as ordered.

Latest Revision IS: 1084 – 2005 and any other subsequent revision thereafter shall be applicable.

***A copy of License issued by Bureau of Indian Standard (BIS) clearly indicating product name conforming IS: 1084-1994/2005 for Manila Ropes with date of issue and date of expiry of the license along with Manufacturer's test certificate for the offered products must be enclosed with Part – I (Technical Offer).***

**3.0** Bidders may please note that evaluation of all the tenders shall necessarily take into account:  
**(a)** Experience and performance on similar or any other contracts during past 2 years with SCI,  
**(b)** Financial standing through Annual Report, Balance Sheet & Profit & Loss Account of last three years (Tenderer should have positive net worth during last Financial Year FY 2018-19) and  
**(c)** Performance during past contracts with SCI. If they had committed breach of contract etc. would be taken into account and it would be SCI's sole discretion whether to consider such parties for award of the contract.

**Eligibility criterion in respect to experience shall be relaxed for Startups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.**

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

**PART - I**

**SECTION – III**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**GENERAL TERMS AND CONDITIONS**

- (1.0)** The tender should be submitted in a sealed cover addressed to as under, so as to reach the Corporation not later than **17:00 HOURS (IST), 24.12.2019.**

**General Manager – (Purchase & Services),  
The Shipping Corporation of India Ltd., “Shipping House”,  
12th Floor, Purchase & Services Department,  
245, Madame Cama Road, Mumbai – 400 021**

The cover should be super scribed as **“TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS”**. The tender will be opened on a prospective date which shall be informed to all the tenderers. The authorised representatives of the tenderer who wish to be present at the time of opening of tender are welcome.

**(2.0) SEALED TENDER SUBMISSION**

Tenderer must deposit the aforesaid sealed tender in the TENDER BOX placed in the office of General Manager (Purchase & Services)’s Secretariat before due date and time. However, if it is not convenient for the tenderer to visit Corporation's office in Mumbai, then the tenderer may send the tender by Post / Courier Service at the above mentioned address so as to reach on or before the due date and time. Tenders received after the due date and time will not be accepted. Tenders received by e-mail / fax will also not be accepted.

**(3.0) PERIOD OF CONTRACT**

The period of the contract shall be for two years from the date of contract commencement as decided by the Corporation. The Corporation will have sole option to extend the contract twice by three months each after the expiry of two years contract period.

The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower. The differential amount, if any, shall be settled by way of credit note.

**(4.0) RATES**

- (4.1)** All Rates must be quoted as per the Price Offer format Part II.

- (4.2)** Quotation comprises of:

**i. Basic Product Price** –Product-wise Single Rate in Rs. (as per unit of measurement in Price Offer) to be quoted irrespective of port of supply or mode of supply. The Basic rate should comprise of all applicable duties and taxes other than GST.

**ii. Incidental Charges for supply on board Vessels (in Rs./coil)** – Port wise / Group of ports wise and as per range of diameters of ropes (as per Price Offer) single rate in Rs./coil to be quoted as incidental charge. It should include Port Trust charges, delivery charges, cost of conveyance, truck charges, all loading/unloading/handling charges (equipment and labour) for placing material on board vessels and any other incidental charges. Corporation reserves the right to take delivery of goods at their /

their agent's office / godown, located at any of the tendered ports and for such supplies incidental charges quoted for supply onboard vessel at that port shall be paid.

For supplies made to vessels in stream (at anchorage) or while transiting off port or outside port limits, service launches provided by Corporation can be utilized. However, all other expenses for delivering material on board as mentioned above will be on bidder's account.

For supplies at berth, no launch hire will be borne by the Corporation. All expenses for delivering material on board as mentioned above, including launch hire charges, if used, will be on bidder's account.

**iii. GST: Item wise HSN codes along with applicable GST – GST will be payable, as applicable, on actual basis.**

GST will be payable, as applicable, on actual basis. All inclusive Free On Board supply rate of a particular item at a particular Indian port, will be its "Basic Price" + "Respective Incidental Charge for on board supply at that port" + "Respective item's GST on (Basic Price + Incidental Charge)".

Revision in GST will be effective from the date of submission of documentary evidences (Copy of gazette etc.), complete in all respect.

**No other charge over and above the "Respective Basic Product Price" + "Respective Incidental Charge at that port" + "Respective item's GST on (Basic Product Price + Incidental Charge)" will be paid for Free on Board supply at respective Indian ports.**

(4.3) Corporation, under this tender, compulsorily requires supply arrangement at PORT BLAIR

**(i) Bidders having the capability to supply the tendered items at Port Blair:**

Bidder having the capability to supply the tendered items at Port Blair either on their own or through their agents should quote the Incidental charges for onboard supply at Port Blair.

**(ii) For Bidders not having the capability to supply the tendered items directly at Port Blair:**

Bidders who are not capable of supplying directly at Port Blair may arrange supplies by connecting the same to the inter-island vessels at Port Blair, through SCI mainland vessels plying between Kolkata and Port Blair or between Chennai and Port Blair, in which case the bidder should not quote incidental charges for Port Blair.

In such case the overall financial implication shall be worked out by equally dividing the liftings of Port Blair between supply from Kolkata and Chennai.

(4.4) On award of contract, the rates (Basic Product Price and Incidental charges) will be treated as firm for the entire period of contract and extensions, if any, opted by Corporation. No enhancement in the contract rates (Basic Product Price and Incidental charges) will be permitted for any reason, whatsoever, during the currency of the contract including extension period, if opted. However, the statutory levies (GST) will be revised upwards or downwards depending on the Government guidelines/tax structure. Revision in Statutory Levies can be entertained only on production of relevant documentary support (viz. copy of Gazette) and shall be effective from the date of submission of required documents complete in all respects

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



- (4.6) No revised offer shall be entertained. 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 tender due date including extension period of tender due date.
- (4.7) Tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or requests for rates to be corrected will be entertained after the quotations are opened. Correction/s, if any, should be initialed by the person signing the tender form before submission, failing which the rates for such items may not be considered.
- (5.0) This is a non exclusive contract. The Corporation reserves the right to obtain services covered under this tender from alternative sources during the currency of the contract, as and when required. The decision of the Corporation in this regard shall be final and binding on the tenderers.
- (6.0) **The Make / Brand offered must be clearly indicated in the Technical offer – Part I (Section IV) and Price Offer (Part –II Section A) supported by Manufacturer Test Certificate.** The quotations should be given on the understanding that the materials used would conform to the quality indicated in the tender and also will be subject to acceptance by the vessel as well as the Flag State / Port State Inspectors. It is obligatory for the tenderer to ensure that the products quoted are generally available at the port/s for which the tender has been floated. Any excuse at a later date that the particular product is not available at the respective port/s shall not be accepted and such product shall be procured locally at the cost of the tenderer.
- (7.0) The estimated annual requirement is for indicative purpose only and without any commitment from the Corporation.

**(8.0) TENDER DOWNLOADED FROM WEBSITE**

- (a) At the time of submission of sealed tender, the tenderers, who downloaded the tender documents from Corporation's website or Govt of India's Tender Portal, are required to submit separately tender fees, along with sealed tender documents, a Crossed Demand Draft drawn in favour of the Shipping Corporation of India Ltd., Mumbai for a sum of **Rs.2,950/- (Rupees Two Thousand Nine Hundred And Fifty only)** towards Tender Fees. Sealed tenders received for submission without tender fee will not be accepted.
- (b) Tender documents, if downloaded from Corporation's website or Govt of India's Tender Portal, shall be submitted in toto repeat in toto and no change, whatsoever, shall be made. If any alteration is found in the tender document submitted by the tenderer (be it at any stage of the tender processing and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderer will be debarred from participating in future tenders of the Corporation.

**(9.0) EARNEST MONEY DEPOSIT**

No tender would be considered unless accompanied by A/c. Payee Demand Draft in favour of "The Shipping Corporation of India Ltd." for **Rs. 22,000/- (Twenty Two Thousand only)** as Earnest Money Deposit issued by Scheduled Bank having its office in Mumbai.

The EMD will be refunded to all unsuccessful tenderers as soon as a decision is taken on the tender. Successful tenderer(s) will get the EMD refunded on award of the contract.

The Earnest Money Deposit is liable to be forfeited if:

- (a) The tenderer withdraws his offer after submission and during the course of tender processing.
- (b) The tenderer seeks amendment of tender terms or the Price Offer submitted which are not acceptable to the Corporation.
- (c) The tenderer fails to submit Security Deposit and / or Performance Guarantee on award of the contract.

The decision of the Corporation on this issue will be final and binding on the tenderer.

**(10.0) EVALUATION :**

(10.1) Tenderers must endeavour to quote for all the items in the Price Offer. In case tenderer does not quote for items covering at least **80 percent** of the value of the tender, the tender is liable to be disqualified and the decision of the Corporation in this regard shall be final and binding on the tenderer.

(10.2) In case the tenderer does not quote for all the listed items, but quotes for more than **80%** of the tender, then for the purpose of evaluation, the items not quoted will be assigned the highest value quoted by the rest of the tenderers.

(10.3) The port-wise estimated annual requirement of each item will be multiplied by corresponding free on Board supply rates worked out on the basis of quotation of the bidder and the results will be totaled to arrive at the overall financial implication and establishment of party position.

Bidder shall mention incidental charges for Port Blair as "Not Applicable" if they cannot supply at Port Blair on their own or through their agents. Such supplies shall be arranged by the bidder by connecting the same to inter-island vessels at Port Blair through SCI mainland vessels plying between Chennai & Port Blair or Kolkata & Port Blair. In such case the overall financial implication shall be worked out by equally dividing the liftings of Port Blair between supply from Kolkata and Chennai.

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

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

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

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

(10.5) Once a tender is accepted on technical grounds, then selection among such technically qualified tenderers would normally be only on the basis of 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.

(10.6) **The contract will be awarded to one successful bidder.**

(11.0) The bidder 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 bidder/s.

Bidders may please note that evaluation of the bids shall necessarily take into account

- (a) Experience and performance on similar or any other contracts during past 2 (two) years,
- (b) Financial standing through Annual Report, audited Balance Sheet & Profit and Loss Account of last three years (should have positive net worth during last FY 2018-19),
- (c) if they had committed breach of contract etc.

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

(12.0) **DELIVERY:**

(12.1) Once the tender is accepted and the contract is finalized, the tenderer will be expected to comply promptly with the orders, as per the specific requirements and instructions given by the Corporation or its agents from time to time.

***Manufacturer's Original Certificate (mentioning details like Name of Manufacturer, Length of Coil, Weight of Coil, Breaking Strength of Rope, SWL, Date of Inspection etc.) should be attached with each coil and the certificate should be readily identifiable for inspection.***

(12.2) It would be the sole responsibility of the tenderer concerned to ascertain exact date and time of berthing of the vessel, ensure availability of launches and effect supply as required by the Purchase Department, irrespective of National Holidays / Saturdays / Sundays. For this purpose the tenderer should keep in continuous touch with the Corporation's local / nearest office / agents throughout the period of the contract for ascertaining the movements and requirements of the Corporation's vessels operated, owned, chartered or managed. However, tentative date of vessel's arrival at respective port will be intimated by the Purchase Department along with the Purchase Order.

(12.3) The tenderer will obtain all necessary permission and clearances from Customs / Port authorities or any concerned authorities as regards logistics services like carrying and loading goods on supply vessel to be delivered safely to the Corporation's vessel. The "Rotation Number" which is required for making of "Shipping Bill" shall also be obtained by the tenderer.

(12.4) The tenderer should acknowledge receipt of SAP Purchase Order immediately and confirm supply as per the order. For this purpose the tenderer is expected to maintain adequate stock of the items throughout the tenure of the contract / extended period, if opted.

(12.5) Efforts will be made to place orders with the tenderer two days in advance as far as possible. However, supply will have to be arranged by the tenderer at shorter notice, whenever required.

**(13.0) QUALITY OF GOODS:**

The tenderer should accept responsibility for the quality of the stores supplied. As regards articles which cannot be inspected immediately on delivery on board the vessel, the tenderer agrees to accept responsibility for any complaints and / or rejection made and shall make good the same immediately, either monetarily or in kind as per instructions of the Corporation.

**(14.0) NON-CONTRACT ITEMS:**

Items not included in the tender schedule should not be supplied without obtaining our written approval for the quantity, brand and the rate from the Purchase & Services Department. Separate bills should be submitted for such items accompanied by a separate receipted delivery challan. While forwarding the bill, reference, date and copy of our communication indicating approval of the quantity/rates should invariably be attached. Bills which do not comply with these requirements may not be entertained.

**(15.0) DISQUALIFICATION**

The tender is liable to be disqualified if:

- (a) Not submitted in accordance with terms and conditions of the Tender.
- (b) Not fulfilling the essential / eligibility criteria mentioned at Part – I (SECTION II).
- (c) During validity of the quotation period or its extended period, if any, the bidder increases his quoted prices.
- (d) Not accompanied by Tender Fee and / or Earnest Money Deposit in the form of Pay Order / Demand Draft.
- (e) The bidder qualifies the Tender with his own conditions.
- (f) Received in incomplete form including Part II - Price Offer.
- (g) Received after due date and time.
- (h) 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.
- (i) Successful bidder qualifies the letter of acceptance of the contract with his conditions.
- (j) The bidder is found to be in arrears or default with regard to payment of dues to Dock Labour Board / Pool and other concerned local Government agencies.
- (k) 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.
- (l) 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.
- (m) The bidder does not accept Corporation's Banning Guidelines & Policy.
- (n) 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.
- (o) Canvassing in any form shall lead to disqualification.

**(16.0) BILLING**

Contractor should submit their original invoices zone-wise in triplicate, to the Finance & Accounts Division (CBRC) of the Corporation at Mumbai for the product delivered against Purchase Orders issued by SCI.

- a) Original receipted delivery challan duly signed and stamped by the Master and any other authorized officer of the vessel concerned, without any adverse remarks. The Signatures should be accompanied with the Name, Designation, Employee Code Number of the signing officer along with the date of delivery receipt. Bills pertaining to Delivery Challans not bearing the Name, Designation, and Employee Code of the signatories will not be processed for payment.
- b) Copy of the SAP Purchase Order from the Purchase Department of the Corporation. All three documents
  - (1) Purchase Order
  - (2) Delivery Challan and
  - (3) Invoice must contain
    - (i) Name of the vessel
    - (ii) Port of delivery
    - (iii) SAP Material Code, description and unit of measurement as per contract, along with ordered/ supplied quantity,
    - (iv) Contract Reference Number,
    - (v) Brand Name,
    - (vi) Item's serial number as per rate schedule etc.

All these documents must be identical. Apart from above, the invoice submitted by the Contractor should be in accordance with Tax Invoice, Credit and Debit note Rules prescribed by GST Council.

Details of the Corporation for the purpose of Tax Invoice is as follows:

Name : THE SHIPPING CORPORATION OF INDIA LIMITED

Address : SHIPPING HOUSE, 245, MADAME CAMA ROAD, NARIMAN POINT,  
MUMBAI – 400021

GST Enrollment Provisional ID : 27AAACT1524F1ZQ

GST ARN No. allotted at the time of submission: AA271216000423S

PAN No. : AAACT1524F

- c) Tax charged in respect of supply shall be reimbursed only if it has been actually paid to the Government by the Contractor and same should reflect in GSTR of the Contractor.
- d) Bills will not be accepted unless accompanied by the original receipted challan duly certified by the vessel's officers. Successful bidder must ensure that units, brand name and serial number as per Rate Schedule against each item for supplied stores are indicated in the invoices & delivery challans **(Supplies are to be made as per the unit / measure and rate specified in the contract)** failing which the payment for such items will not be made.
- e) Invoices will be settled only when all items mentioned in the corresponding Purchase Orders are delivered. In the event of failure to execute any order in full, the corporation reserves the right to withhold payment for part supplies till the order is fully executed.
- f) Bills for non-contract items should be submitted separately duly supported by copy of the Corporation's approval for such items, quantity and rates.
- g) Payments of bills will be made after due scrutiny and checking by the Bills Dept. within 120 days from date of submission of bills, complete in all respects.
- h) Any dispute regarding payment must be raised within 90 days from the date of settlement

of relevant bills failing which the same will not be entertained.

**(17.0) GOOD AND SERVICE TAX CLAUSE**

**Registration & GST Rate**

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

The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -

a. **SCI GSTIN:** as below

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

- b. HSN Code or Service Accounting Code for supply of goods or services.
- c. Name & address of supplier
- d. GSTIN of Supplier
- e. Consecutive Serial Number & date of issue
- f. Description of goods or services
- g. Total value of supply
- h. Taxable value of supply
- i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
- j. Amount of Tax charged
- k. Place of supply
- l. Address of delivery if different from place of supply
- m. Signature of authorized signatory

6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -

- i. Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
- ii. Discharging the GST tax liability to the Government.
- iii. Submission of Tax Invoice to CORPORATION.
- iv. Submission of proof of payment of GST to CORPORATION.
- v. Availment of Input Tax Credit by CORPORATION.

7. **Input Tax Credit**

In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CORPORATION, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.

8. In case vendor delays declaring such invoice in his return and GST credit availed by CORPORATION is denied or reversed subsequently as per GST law, GST amount paid by CORPORATION towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on CORPORATION.

9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then CORPORATION will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).

10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
11. Penalty for Non-compliance of GST Act  
Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.
12. Other Provision  
Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. The agency should quote the applicable taxes and duties in the technical bid (part-I) as well as in price bid (Part-II).
14. 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).
15. 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.

**(18.0) RISK PURCHASE CLAUSE**

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

- (a) Supplies/services are not provided in time or short supplies have not been effected,  
and/or
- (b) the tenderer's services are found unsatisfactory,  
and/or
- (c) supplies do not conform to the quality/ specifications indicated in the contract/Purchase Order,  
and/or
- (d) 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 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.

**(19.0) 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:

**(I) Involved in wrongful billing**

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

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

- (i) For the first contravention, depending on the gravity of the contravention/offence, a warning letter will be issued.
- (ii) For the second contravention, **a monetary penalty will be imposed equal to 1% of annual contract value.** In case of Indian Bidder, this is to be paid by way of a submitting Bank Draft for the said amount, drawn in favour of "The Shipping Corporation of India", payable at Mumbai. In case of Foreign Bidder remittance in the Corporation's bank to be made and Swift copy to be submitted. Alternatively, this amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.

(iii) For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited. Further, Corporation reserves the right to initiate action against the Contractor as per banning guidelines of the Corporation (**Section-VII**).

(20.0) The tenderer shall not assign the contract to any other persons nor shall they sub-contract the same. The Corporation shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice.

**(21.0) TERMINATION CLAUSE**

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

- (i) If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction.
- (ii) The tenderer commits any breach of the terms of this contract / tender document.
- (iii) If any charge sheet is filed by a Competent Authority of the Government against the tenderer or company, or the tenderer is convicted by a criminal court on grounds of moral turpitude.
- (iv) The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the tenderer being debarred from participating in any other tender of the Corporation as per prevailing banning policy and guidelines (**Section-VIII**).
- (v) In the event of unsatisfactory service or failure on the part of the tenderer at any time, to carry out the terms and conditions of the contract to the satisfaction of the Corporation, of which the Corporation shall be the sole judge, the Corporation has the right to forthwith terminate the contract.
- (vi) Any alteration in tender documents noticed subsequently even during the tenure of the contract.
- (vii) Information furnished in Part-I (Technical Offer) including of supporting documents found to be incorrect at any stage even during the tenure of the contract.

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

**(22.0) BANNING GUIDELINES**

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

**(23.0)** It is clearly understood by the tenderer that if a charge sheet is filed by any competent authority of the Government against the tenderer / its Directors, the tenderer is obliged to notify the Corporation within fifteen days of filing of the charge sheet. Failure to do so shall result in forfeiture of all payments due to him for supplies made after the date of the filing of the charge sheet.

**(24.0)** If there is a change in the name of the tenderer’s firm/ company etc. arising out of:

- i) merging with some other company or
- ii) collaboration with some other company or
- iii) for any other reason

or, if any changes take place in the proprietorship or partnership of the tenderer’s firm, the Corporation should be intimated within 30 (Thirty) days of such changes, failing which all payments



will be withheld and the Corporation may terminate the contract as may be deemed necessary in view of the changed / altered scenario. Whatever be the reason of change(s), the subject contract would be serviced by the new company / entity at the same rates, terms and conditions laid down herein, unless decided otherwise by Corporation's Management.

**(25.0) 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.

**(26.0) SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

- (26.1) The successful bidder will have to deposit a Security Deposit which will be equivalent to 5% of the annual value of the contract or Rs. 10,00,000/- (Rupees Ten Lakhs only) whichever is less, in the form of Crossed Bank Demand Draft in favor of The Shipping Corporation of India Ltd. Payable at Mumbai or Bank Guarantee from a scheduled bank, which should be valid for the full period of the contract including the extension period plus three months, towards satisfactory performance of the contract.
- (26.2) Performance Guarantee of equal amount as of Security Deposit is to be paid by the successful bidder(s) with whom SCI has not dealt with earlier or whose performance was found to be unsatisfactory in the past.
- (26.3) In case of termination of the contract for any reason as per Clause No.21.0 the Security Deposit and/or Performance Guarantee 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.
- (26.4) 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 service the contract for whatever reason, the Security Deposit and/or Performance Guarantee shall stand forfeited.
- (26.5) No interest shall be payable on the Security Deposit and Performance Guarantee.
- (26.6) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and/or Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement or purchase made against risk purchase clause.
- (26.7) The Security Deposit and / or Performance Guarantee paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.
- (26.8) If the Corporation has terminated the contract (or) if the Corporation is entitled to terminate the contract, the Corporation shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

**(27.0) MICRO AND SMALL ENTERPRISES (MSES) CLAUSE**

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

**(28.0) VALIDITY**

- (28.1) The rates given in Tender should be valid for acceptance by the Corporation upto SIX MONTHS from the due date. In case processing/acceptance of the Tender takes more than six months, the Tenderer who wishes to withdraw his Price Offer, shall have to write to the Corporation within a week of expiry of SIX MONTHS withdrawing his Price Offer, else the rate will hold valid till the contract finalisation.
- (28.2) In case the tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

**(29.0) SECURITY CLAUSE**

- (29.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (29.2) The tenderer will be responsible to the Corporation for ensuring that men, material and stores being placed by them on board the ships do not pose a threat to safety and security of ships owned, managed, leased or chartered by Corporation.

**(30.0) ISPS CLAUSE :**

A declaration to be produced by the tenderer that police verification has been carried out for the persons employed by them who are engaged in connection with ship related activities.

Person from such tenderer firm visiting ships shall carry a photo identity card issued by the tenderer and shall reveal his identity to ship staff when demanded. Stores, equipment and material being carried on board by the tenderer shall be subject to checks by the ship before allowed on board. The tenderer shall abide by / comply with all Port Regulations.

- (31.0) 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.
- (32.0) The tenderer shall abide by and comply with all local, national as well as international laws in connection with supplies under the subject contract. The Corporation shall not be responsible for breach of law, if any, by the tenderer.

**(33.0) 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.

**(34.0) 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.

**(35.0) LABOUR CALUSE**

The tenderer/s alone shall be liable to pay the wages and all other payments as may be due to their employees / men / workers engaged by the tenderer/s to deliver the goods on board as per contract. The tenderer/s shall also indemnify the Corporation for any claims arising out death / injury or whatsoever, made by such employees / men / workers engaged by the tenderer/s.

**(36.0) 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

**(37.0) 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.

**(38.0) 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:

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.
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).

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.
4. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
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.
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.
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.
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,
  - a. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - b. Admissions made by the other party in the course of the OEC proceedings;
  - c. Proposals made by the OEC;
  - d. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
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.
10. OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
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.
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.

**(39.0) 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.

**(40.0) 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, shall first be an attempt to mutually settle the same amicably. If however, the said settlement being not possible, 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.

**(41.0) DEFINITIONS**

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

**(42.0) DECLARATION**

We the undersigned have perused the above mentioned Terms and Conditions and we agree to abide by them in case the contract is awarded to us.

We further state that we have quoted rates in Part-II of this tender keeping in mind the above mentioned terms and conditions.

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

Place:

Date:

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

**PART – I**

**SECTION – IV**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**TECHNICAL SPECIFICATION AND BRAND EVALUATION**

<b>Sr. No</b>	<b>Description of Materials</b>	<b>SAP Material Code</b>	<b>Unit of Measurement</b>	<b>Breaking Strength (Min) of your offered product (kN)</b>	<b>Brands Offered</b>	<b>Name of Approving Authority &amp; Approval No.</b>	<b>Valid till date</b>
1	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 10MM X 220 MTRS LENGTH/COIL (APPROX WT.14.96 KGS, MIN BREAKING STRENGTH 6.23 kN)	150000000000000334	COIL-220 mtr				
2	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 12MM X 220 MTRS LENGTH/COIL (APPROX WT.23.10 KGS, MIN BREAKING STRENGTH 9.37 kN)	150000000000000335	COIL-220 mtr				
3	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 18MM X 220 MTRS LENGTH/COIL (APPROX WT.48.40 KGS, MIN BREAKING STRENGTH 20.94 kN)	150000000000000338	COIL-220 mtr				
4	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 20MM X 220 MTRS LENGTH/COIL (APPROX WT.60.50 KGS, MIN BREAKING STRENGTH 27.90 kN)	150000000000000339	COIL-220 mtr				
5	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 22MM X 220 MTRS LENGTH/COIL (APPROX WT.72.06 KGS, MIN BREAKING STRENGTH 33.39 kN)	150000000000000340	COIL-220 mtr				
6	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 24MM X 220 MTRS LENGTH/COIL (APPROX WT.88.00 KGS, MIN BREAKING STRENGTH 39.23 kN)	150000000000000341	COIL-220 mtr				

	kN)						
7	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 26MM X 220 MTRS LENGTH/COIL (APPROX WT.103.40 KGS, MIN BREAKING STRENGTH 46.34 kN)	150000000000000342	COIL-220 mtr				
8	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 28MM X 220 MTRS LENGTH/COIL (APPROX WT.117.04 KGS, MIN BREAKING STRENGTH 52.22 kN)	150000000000000343	COIL-220 mtr				
9	MANILA ROPE, HAWSER-LAID (GRADE-II), 3-STRAND, DIA 30MM X 220 MTRS LENGTH/COIL (APPROX WT.137.50 KGS, MIN BREAKING STRENGTH 59.77 kN)	150000000000000344	COIL-220 mtr				

**Note: Tenderer to offer the rates for the brands offered herein above only in their Price Offer, PART – II A**

**We, the undersigned, agree to abide by the above Technical Specifications and Brand Evaluation**

**Place:**

**Signature of the tenderer:**

**Date:**

**Name & Designation of Signatory:**

**Corporate seal:**

**PART - I**  
**SECTION – V**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**FORM OF PARTICULARS**

<u>NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1)	Name of the Firm/Company	
2)	Registered Postal Address of the Firm/Company & it's principal place of business.	
3)	Landline Telephone(s)	
4)	Mobile Number(s)	
5)	Fax Number(s)	
6)	Email Address & Web Address	
7)	Whether acquainted with Customs, Port Trust formalities and to deliver stores.	Yes: No:
8)	Whether possesses Valid Dock Entry Permit (DEP) for the Indian ports quoted?  <b>(Attach photocopy and Port-wise DEP details with number and validity date)</b>	Yes: No:
9)	If a subsidiary Company, Name & Address of the holding company	
10)	Year and Date of Establishment of the Firm/Company	
11)	Date of commencement of supply of Manila Ropes work business.	
12)	Is your organization, Proprietorship or Partnership or Private or Public Limited Company? <b>Please specify.</b>  <b>[Please enclose copy of Partnership Deed / Memorandum &amp; Article of Association, Organization Chart and <u>Audited Balance Sheet, Profit &amp; Loss Account of your company for the last three years</u>]</b>	
13)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
14)	Names of important customers to whom tenderer has supplied tender item. <b>(Attach copies of experience certificate)</b>	1. 2. 3. 4.



15)	Registration No. and Date of Company' registration under Municipal / Shops and Establishment Act.  <b>(Attach relevant certificate copies )</b>	1.Date of Company Registrations : ____ 2. Registration Number: ____
16)	Latest Organizational Chart <b>[Please enclose copy]</b>	
17)	Indicate your / agents office addresses at various Indian Ports, together with Contact Person, telephone numbers, E-mail Address: <b>(Attach list)</b>	Name:                      Place; Address:                      Contact number: Key Person:                      Email Id:
18)	<b>Confirm whether you have experience in supplying Manila Ropes at following Indian Ports :-</b> 1. Mumbai , JNP, Nhava-Sheva, Bombay High, Butcher Island, BFL, Pir Pau, LPO 2. Chennai, Ennore, Krishnapatnam 3. Kolkata, Haldia 4 Paradip 5. Port Blair 6. Vizag 7. Kakinada 8. Cochin 9. Goa, New Mangalore 10. Other Indian Ports (Kandla, Vadinar, Sikka, Mundra, Dahej, Nav Lakhi, Pipapav, Okha etc)	<b>Tick the ports where you have experience in supplying Manila Ropes:</b>
19)	<b>i) Enclose valid license Issued by Bureau of Indian Standard (BIS) indicating</b> a) product name IS: 1084 – 1994 (2005) for Manila Ropes b) Date of Issue of the license c) Date of Expiry of the license  <b>ii) Manufacturer's test certificate for the offered products of Manila Ropes</b>	<b>Valid license copy has been enclosed;</b> Yes ( ) No ( )  <b>Copy of Manufacturer's test certificate enclosed</b> Yes ( ) No ( )
20)	P.F. A/c No. : <b>[If no number is given, give reasons]</b>	
21)	ESIC A/c No. : <b>[If no number is given, give reasons]</b>	
22)	Permanent Account Number (PAN) of your company. <b>(Please attach copy)</b>	<b>PAN NO.:</b> _____
23)	Is your firm registered under MSME? If yes: UAN no: <b>(Enclose Udyog Aadhar Certificate)</b>	

24)	Is your firm registered under GST? If yes: GST Registration : <b>(Enclose GST Registration Certificate)</b>	GST registration no: _____
25)	Name(s) of your Bankers and their Address. Please attach certificate from your Bankers about financial status, credit facility available to you. <b>(Please attach copy)</b>	Banker's certificate
26)	Whether holding Dock Entry Permit (DEP) for all ports mentioned at S. No. 18 above?  <b>(Attach photocopy and Port-wise DEP details with number and validity date)</b>	Yes:  No:
27)	Whether your firm has been disqualified by any Shipping Company at any time in the past for <b><u>similar tender</u></b> . If yes, state reasons.	
28)	Whether your firm has been disqualified by the SCI at any time in the past <b><u>for this particular tender or for any other tender</u></b> . If yes state reasons.	
29)	Please state if any member of your company has any relation employed in The Shipping Corporation of India Ltd. <b>(If Yes, give full details)</b>	
30)	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as <b><u>DGM or higher level</u></b> in the preceding two years as on bid closing date.  If yes, please furnish name and designation of that officer in your firm, his designation at the time of retirement in SCI and his date of retirement from SCI should be mentioned.  Role and responsibility of that officer in your firm especially with regard to the contract for which this bid is made should be clearly spelt out.	
31)	<b>Earnest Money Deposit</b> Particulars of <b>Demand Draft</b> enclosed with the <b>Part I (Technical Offer)</b> of the Tender	Demand draft reference details: Drawn On Bank: INR. _____/-

32)	<b><u>Tender Fees Details</u></b> Particulars of <b>Demand Draft / Swift Copy Remittance</b> enclosed with the <b><u>Part I (Technical Offer)</u></b> of the Tender	Demand draft reference details: Drawn On Bank: INR. _____/-
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**Note: Particulars requested above may be furnished on separate sheets, if necessary.**

\_\_\_\_\_  
(Signature of Tenderer)

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

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

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

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

Rubber Stamp:

**SECTION – VI**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**UNDERTAKING**

We the below mentioned tenderer for on board supply of “**Tender for supply of “Manila Ropes” at Indian ports.**” hereby undertake to pay all the applicable statutory levies to the respective authorities.

Any Tax Liability arising on account of supply of the tendered items, onboard vessels/ SCI offices/ godowns by us, shall be solely on our account. Further, we keep SCI indemnified against any kind of losses or damages arising out of Non-Compliance of Statutory levies.

(Signature of the Tenderer)

With Rubber Stamp of the Firm

Place:

Date:

**PART – I**

**SECTION – VII**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED WITH TENDER TECHNICAL OFFER**

1)	DEMAND DRAFT FOR TENDER FEES Rs. 2,950/- (RUPEES TWO THOUSAND NINE HUNDRED AND FIFTY) INCLUSIVE OF 18% GST	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	DEMAND DRAFT FOR EARNEST MONEY DEPOSIT <b>EMD amount:- Rs. 22,000/-</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
		YES <input type="checkbox"/>	NO <input type="checkbox"/>
3)	COPY OF PARTNERSHIP DEED / MEMORANDUM & ARTICLE OF ASSOCIATION (AS APPLICABLE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
4)	LATEST ORGANIZATION CHART OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
5)	COPY OF M.S.M.E. CERTIFICATE WITH UAN NO.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
6)	LAST THREE YEARS AUDITED ANNUAL REPORTS, BALANCE SHEET AND PROFIT & LOSS ACCOUNTS OF THE COMPANY.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7)	DOCUMENT TO SUBSTANTIATE PAST EXPERIENCE (SUCH AS CERTIFICATE ISSUED BY YOUR CLIENTS FOR WHOM SERVICES ARE BEING / HAVE BEEN PROVIDED FOR TWO YEARS IN LAST FIVE YEARS ENCLOSED. WITH RESPECT OF YOUR EXPERIENCE). LIST OF COMPANIES / FIRMS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	COPY OF VALID LICENSE ISSUED BY BUREAU OF INDIAN STANDARD (BIS) FOR THE PRODUCT NAME CONFORMING IS: 1084/2005 (1994) FOR MANILA ROPES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	COPY OF MANUFACTURER'S TEST CERTIFICATE FOR THE OFFERED PRODUCTS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10)	VALID DOCK ENTRY PERMIT FOR ALL THE PORTS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	GST REGISTRATION NUMBER AND DETAILS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	BANKER'S CERTIFICATE INDICATING FINANCIAL STANDING OF THE COMPANY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	EMD PAYMENT	YES <input type="checkbox"/>	NO <input type="checkbox"/>

14)	TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	COMPANY DETAILS NAME COMPLETE ADDRESS CITY POSTAL CODE TELEPHONE FAX MOBILE CONTACT PERSON EMAIL	YES <input type="checkbox"/>	NO <input type="checkbox"/>
16)	ANY OTHER DOCUMENTS (IF REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**NOTE: The bidders may kindly ensure to attach the above documents with Technical Tender, SECTION I, II, III, IV, V, VI, VII & VIII in the sequence given above and mention YES or NO by tick marking.**

**PART – I**

**SECTION – VIII**

**TENDER FOR SUPPLY OF MANILA ROPES AT INDIAN PORTS.**

**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:-

**i.** The Expression 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Vendor Entity' includes a company incorporated in law, a firm (whether registered or not), an individual, HUF, a co-operative society or an association or a group of persons engaged in or expected to be engaged in business dealings with SCI.

**ii.** 'Inter-connected Entity' shall mean two or more companies having any of the following features:-

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

**b.** If the Management is common,

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

**iii.** 'Competent Authority' and 'Appellate Authority' shall mean the following:

**a.** For banning any Entity, Indian or foreign, the "Competent Authority" would be a "Committee of Directors" comprising of the Director of the Division awarding the contract, Director (Finance) and the Director/s of the concerned Operations Divisions.

**b.** The Chairman & Managing Director, SCI, shall be the 'Appellate Authority' in respect of such cases.

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

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



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

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

**4.0 Grounds for initiation of Banning Business Dealings:**

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

- 4.11** If the Entity misuses the premises or facilities of the Corporation (SCI), forcefully occupies tampers or damages the Corporation's properties including land, water resources, forests / trees, etc.
- 4.12** If the Entity employs a dismissed / removed public servant or employs a person convicted for an offence involving corruption or abetment of such offence.
- 4.13** Wilful indulgence by the Entity in supplying substandard material irrespective of whether inspection was carried out by the company, its agents or its representatives.
- 4.14** Based on the findings of the investigation report of CBI / Police against the Entity for malafide/unlawful acts or improper conduct on the Entity's part in matters relating to SCI or even otherwise.
- 4.15** Continued poor performance of the Agency in several contracts.

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

#### **5.0 Initiation of Banning / Suspension:**

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

#### **6.0 Suspension of Business Dealings during Investigation period:**

- 6.1** If the conduct of any Entity dealing with SCI is under investigation, the Investigating Department will inform the concerned Divisional Director, who in turn will convene a meeting of the Competent Authority. The Vigilance Department will be informed as well, and the Chief Vigilance Officer can send his recommendations to the Competent Authority based on the same.
- 6.2** The Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether, pending investigation, it would be advisable to continue business dealings with the Entity. If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department (if any), decides that it would not be in the interests of the Corporation to continue business dealings pending investigation, it may decide in favour of suspending business dealings with the Entity. The report of the Competent Authority must

be submitted to the CMD, SCI, within 21 days from the receipt of the reference by the concerned Divisional Director and within the effective date of suspension.

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

**7.0 Banning of Business Dealings:**

- 7.1** A decision to ban business dealings with any Entity shall normally apply throughout SCI, unless otherwise specified by the Competent Authority. The Competent Authority may restrict the ban to a Division/s or branch Office/s if in the particular case, banning of business dealings by the respective Unit will serve the purpose and achieve its objective and banning throughout the Corporation is not required in view of the local conditions and limited impact of the misconduct / default.
- 7.2** There will be an Investigating Committee in each Division / branch office, to be appointed by the Divisional Director, for processing cases of "Banning of Business Dealings". The committee shall consist of officers from the Indenting Division, the concerned DFO and the Contract Officer responsible for invitation of bids. The functions of the committee shall, inter-alia include:
- (i)** To examine and report material and other circumstances to determine whether or not if a prima-facie case for banning exists.
  - (ii)** To recommend for issue of show-cause notice to the Entity by the concerned department as per clause 9.1.
  - (iii)** To examine the reply to show-cause notice and call the Entity for personal hearing, if required.
  - (iv)** To submit recommendations to the Competent Authority for banning or otherwise.

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

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

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

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

**8.3** Past performance of the Entity may be taken into account while processing for approval of the Competent Authority for awarding the contract.

**9.0 Show-cause Notice:**

**9.1** In case where the Competent Authority decides that action against an Entity is called for, a show-cause notice has to be issued to the Entity. A statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Entity should be asked to submit within 15 days a written statement in its defence.

**9.2** On request from the Entity, necessary facility will be provided for inspection of relevant document/s in possession of SCI that establishes the grounds for banning (under clause 4).

**9.3** The Competent Authority may consider and pass an appropriate order:

- a. For exonerating the Entity, if the charges are not established or
- b. For removing the Entity from the list of approved Suppliers / 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**