



**The Shipping Corporation of India Ltd.**  
**Tanker Technical Department**

TENDER REF. NO.:	<b>B&amp;T/BWTS/SUPPLY FOR AFRAMAX TANKERS /2022(RFx No.9000038058)</b>
TENDER TITLE:	<b>E-TENDER FOR SUPPLY &amp; COMMISSIONING OF BWTS UNITS</b>
PLACE OF WORK TO BE PERFORMED	<b>ON BOARD FOUR (4) NOS. AFRAMAX TANKERS AT SCI'S SELECTED SHIPYARD/S</b>
DUE DATE & TIME	<b><u>06/10/2022, 17:00 HOURS (IST)</u></b>
TENDER FEE	<b>USD 100/- (USD One Hundred Only) OR Equivalent in INR</b>
EARNEST MONEY DEPOSIT (EMD)	<b>USD 24,000/- or EQUIVALENT IN INR</b>

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## **PART - I**

### **SECTION – I**

#### **E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

##### **GENERAL INFORMATION**

**(1.0)** E-tenders are invited by The Shipping Corporation of India Ltd., Mumbai (hereinafter referred to as “the Corporation”) for “supply and commissioning of Ballast Water Treatment System (BWTS) on Four (4) Nos. Aframax Tankers (MT Desh Bhakt, MT Desh Prem, MT Desh Rakshak & MT Desh Gaurav) from USCG / IMO revised G8 / BWMS code approved makers of BWTS systems. List of vessels and their details including the timelines for supply & commissioning are indicated at Section V.

##### **(2.0) TENDER FEES**

- a. The digitally signed tender is available on our e-tender site i.e. <https://etender.sci.co.in> for bidders to participate. Bidders have to register themselves to participate in e-tender (they will receive system generated user id and password for log-in to the e-tender portal). Bidders can upload their response against the tender; the response is also to be digitally signed by individual bidder and will get saved in encrypted format in the system. All the bidders who upload their response will be getting intimation over e mail about addendum, corrigendum and technical/ price opening of tender and various other communications about the tender.
- b. Detailed Tender Notice is also available on SCI website [www.shipindia.com](http://www.shipindia.com) and Govt. website <http://eprocure.gov.in/epublish/app>. The interested parties are required to get registered in the E-Tender portal for accessing and submission of tender online. Tender fees in the form of electronic remittance **of USD 100/- (USD One Hundred Only) or equivalent in INR** to the Corporation’s Bank Account (details mentioned at **clause 6.0 and 6.1 of section III** should be made towards Tender Fees before Due Date and Time. Scan copy of payment receipt (Bank Swift copy / UTR No. of payment made) should be uploaded along with technical offer. Tenders received without tender fee will not be accepted.

**(3.0)** Tender quotations should be strictly on the basis of “**ALL INCLUSIVE RATES**” in respect of items indicated in the tender form.

- (a) **DUE DATE**: Tenderers to submit their responses/bids before the submission Due Date and time i.e. **before 1700 hrs on 06/10/2022**. Tenderers to submit their responses before the submission deadline, and should not wait for last minutes as the tender

would be closed as per system time and upload of responses will not be possible in case deadline ceases.

- (b) Only online e-tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD in the form of USD or equivalent in INR should be deposited through electronic remittance to the Shipping Corporation's Bank Account (details mentioned at **clause 6.0 and 6.1 of section III**) towards Tender Fees and EMD. Copy of Bank Swift / UTR No. Payment should be uploaded with Technical Offer only. EMD in form of Bank Guarantee is also acceptable.

#### **(4.0) BROAD INSTRUCTIONS FOR FILLING THE TENDER**

The Tender response/bids for subject tender (RFx: 9000038058) has to be uploaded in two parts:

Part I (Technical Offer) is available as in Technical RFx > Folder > Public > Technical Docs.–

The Tender Forms are issued in two parts:

**(i) Part I (Technical Offer) includes –**

<b>SECTION – I:</b>	<b><u>GENERAL INFORMATION</u></b>
<b>SECTION – II:</b>	<b><u>ESSENTIAL CONDITION (ELIGIBILITY CRITERIA)</u></b>
<b>SECTION – III:</b>	<b><u>GENERAL TERMS AND CONDITIONS</u></b>
<b>SECTION – IV:</b>	<b><u>FORM OF PARTICULARS</u></b>
<b>SECTION – V:</b>	<b><u>SCOPE OF WORK &amp; TECHNICAL SPECIFICATIONS</u></b>
<b>SECTION – VI:</b>	<b><u>DUTIES &amp; RESPONSIBILITES</u></b>
<b>SECTION – VII:</b>	<b><u>BANK GUARANTEE FORMAT FOR EMD</u></b>
<b>SECTION – VIII:</b>	<b><u>LIST OF DOCUMENTS TO BE ATTACHED</u></b>
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<b>ANNEX:</b>	<b><u>SECURITY DEPOSIT AND PERFORMANCE BANK GUARANTEE FORMAT</u></b>

**(ii) Part II (Price Offer) includes-**

**PRICE OFFER FOR SUBMISSION OF QUOTATION**

Price Bid (Part II) for submission of quotation.

- (4.1) Tenderers should ensure that, before scanning and uploading, all the pages of the tender document and attachments are serially numbered and total number of pages are indicated in the covering letter.

[All pages of Part I (Section-I, Section-II, Section-III, Section-IV, Section-V, Section-VI, Section-VII, Section-VIII, Section-IX , Section-X, Section XI and

**Annex {including all supporting documents / attachments} should be serially numbered and total number of pages should be written on first page]**

- (4.2) Tenderers are required to download “Technical Offer” (consisting of part –I (SECTION I TO XI and Annex) and the “Price Offer” consisting of Part II and save the files on their computer. Detailed information as required in the tender, to be filled in the technical offer and all pages of the technical offer to be signed and stamped on each pages and then scan the file for upload. Technical offer and all required attachments are required to be uploaded in ‘Technical RFX’ of tender.

The quotations are required to be filled in Price Offer (Part-II) in the designated cells. The completely filled in price offer is required to be uploaded in ‘**Notes and Attachments**’ Tab of the Tender RFX.

**It MUST BE ensured that Price Offer is not to be uploaded in ‘Technical RFX of the tender’.**

Once the technical offer is filled in, stamped and signed, documents pertaining to the tender are scanned and kept ready for upload and quotations are filled in Price offer files, the vendor may upload the above files and attachments in the requisite places. Kindly ensure to keep your complete tender documents and attachments ready for upload along with login id and password. **All the documents and attachments will need to be digitally signed while uploading.** It is advised again not to wait till last minute to upload your bid as upload of responses will not be possible in case deadline ceases.

The vendor can create response for subject tender and upload its bids as follows:

Create RFX Response > Technical RFX response >

- 1) Index – (upload cover letter, if any)
- 2) Tender Docs – (Technical Offer)
- 3) Certificates – (All other documents, certificates, authorization letters as mentioned in the tender)
- 4) EMD – (copy of Bank Swift / UTR No. payment / Bank Guarantee)
- 5) Tender Fee - (copy of Bank Swift copy / UTR No. Payment towards tender fees)
- 6) Others-additional Information
  - . Company Profile

Once the Technical Offer (Part – I) along with all documents, certificates, authorization letters are signed and stamped on each pages and scanned for upload, which should be digitally signed with Class III-B digital signature procured from the licensed CA only. The bidder can scan the Technical Offer (Part - I) and all other documents as single file or separate individual files, in which case each individual scanned file should be digitally signed before uploading. The digitally signed (.sig) files may then be uploaded at respective folders as mentioned above. **Due date 06.10.2022 (1700 Hrs). File size not to exceed 45 MB.**

**Price Offer (Part –II) should be uploaded in system only. The same should be uploaded with Technical Offer ‘Notes and Attachments’ Tab. Format of price offer should be same as the format indicated in tender. Deviations are not allowed.**

- (4.3) Tender documents downloaded from <https://etender.sci.co.in>, shall be downloaded and submitted in TOTAL and no change, whatsoever, shall be made. If any alteration is made in the tender document uploaded by the tenderers and if found out (be it at any stage of the tender process and even after award of contract), it will be viewed seriously by the Corporation and the tender is liable to be rejected and the tenderers will be debarred from participating in future tenders of the Corporation.

**Additional Documents to be submitted along with Technical Bid:**

The following additional document needs to be enclosed along with the relevant attachments mentioned in Section-IV (Form of Particulars) of the tender.

- Company Profile

**Each page of the tender must be signed by the authorized person and uploaded along with Technical Bid.**

**(5.0) 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 “Price Offer” will not be opened. Decision of the Corporation in this regard shall be final and binding. Please note that all the information required in the “Form of Particulars” should be properly filled and all documents of the Technical Offer - Part I, must be uploaded with the tender.

Notwithstanding the above, the assessment of the tender shall also take into account the acceptance of “Integrity pact” by the tenderer.

- (6.0) Once a tender is accepted on technical grounds, the selection among such technically qualified tenderers would normally be only on the basis prices quoted. However, the Corporation reserves the right to reject all / any of the tenders without assigning any reasons and the decision of the Corporation in this regard shall be final and binding.
- (7.0) **The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional quotations will be accepted.**
- (8.0) The tender is for Four (4) vessels. Tenderer has to quote for all Four (4) vessels. SCI reserves right to award contract for one vessel or more vessels based on best value available to SCI. Purchase orders will be issued separately for each vessel.

**(10.0) INTEGRITY PACT AND BANNING GUIDELINES:**

The bidder shall submit the tender along with the “Integrity Pact” and Banning Guidelines, issued along with the tender document (Part I (IX & X), duly signed on all pages and details filled in properly. All pages of the Integrity Pact (including 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 Integrity Pact (including Banning Guidelines) shall be unconditional and the bidder must not change any contents of the Integrity Pact (including Banning Guidelines). The signed Integrity Pact (including Banning Guidelines) should be enclosed with the Technical Offer of the tender only.

**Tenders received without the signed Integrity Pact (including Banning Guidelines) and/or without details filled in, shall be rejected.**

Three Independent External Monitors (IEM) have been appointed to oversee the implementation of the Integrity Pact. The name and contact details of IEMs are as follows:

(i) Shri Girish Chandra Chaturvedi.  
E-mail: [gcchaturvedi@gmail.com](mailto:gcchaturvedi@gmail.com)

(ii) Shri Deepak Chaturvedi  
E mail : [chaturvedideep@rediffmail.com](mailto:chaturvedideep@rediffmail.com)

(iii) Shri Mukesh Mittal  
E mail : [mumittal@hotmail.com](mailto:mumittal@hotmail.com)

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

General Manager (Tanker Technical Department),  
The Shipping Corporation of India Ltd.,  
“Shipping House”, 7<sup>th</sup> Floor, Bulk Carrier and Tanker Division,  
245, Madame Cama Road, Mumbai – 400 021. INDIA.  
Tel : 00-91-22-2202 3499, 00-91-22-2277-2750

**PART – I**

**SECTION – II**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

**ESSENTIAL CONDITION –ELIGIBILITY CRITERIA**

- (1.0)** Only OEM (Original Equipment Manufacturer) of both USCG approved & IMO revised G8 / BWMS code approved BWTS units can participate in this tender. Only Indian (Original Equipment Makers) OEMs are allowed to submit offers.
- (2.0)** The bidder should have supplied and commissioned such equipment (same capacity or above the capacities mentioned in work scope as given in Section V) in tanker vessels and working satisfactorily.
- (3.0)** The equipment shall be USCG approved type and also shall have IMO type approval under revised G8 guidelines / BWMS code.
- (4.0)** BWTS units shall be suitable for Marine, Brackish and Fresh Water operation.
- (5.0)** Holding time for treated ballast water shall not be more than 72 hrs.
- (6.0)** Tenderer (OEM) needs to furnish adequate details to prove their capability, experience and service network etc.
- (7.0)** Satisfactory Spare availability and after sales service support track record
- (8.0)** Equipment / material for modification as indicated in work scope to be delivered at SCI selected shipyard/s as per the schedule / timelines given in Section V, failing which the bidder is liable to be disqualified. Accordingly, bidder's response to Sl. No. 20 in Form of Particulars at Section IV is vital.
- (9.0)** Tenderers must have an average annual financial turnover of minimum USD 2,400,000 (USD Twenty Four Hundred Thousand only) OR equivalent in INR during last three years, ending 31<sup>st</sup> March of the previous financial year.
- (10.0)** Tenderer needs to submit a letter from a reputed nationalized Indian bank indicating their company's credit worthiness/solvency for a value of USD 2,400,000 (USD Twenty Four Hundred Thousand only) or equivalent in INR. A copy of solvency certificate to be submitted / uploaded along with technical bid. Original solvency certificate is required to be submitted in sealed envelope.

**All relevant documents and certificates must be enclosed with technical bid.**

**PART - I**

**SECTION – III**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC)**

**GENERAL TERMS AND CONDITIONS**

- (1.0)** The e- tender should be uploaded before submission date mentioned in the portal, i.e. not later than **1700 hours (IST) on 06.10.2022.**

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

Only online tenders will be accepted. No manual / postal / Email / Fax offers will be entertained / accepted. However, cost of tender document and EMD must be deposited by electronic clearance before the due date and time as per the tender notice in the portal.

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

The Corporation, at its discretion, may extend the due date for submission of bids but tenderer's first submission of tender shall be the final proposal.

Tenderer shall neither be allowed to change or modify the submitted bidding documents by any amendments nor be allowed to submit more than one tender during the validity of the tender due date including extensions period of tender due date.

- (3.0) PERIOD OF CONTRACT**

The period of contract arrangement shall be for a period till all the assigned jobs as per the our tender, viz SUPPLY AND COMMISSIONING OF BWTS INCLUDING CERTIFICATION etc have been completed and vessel is ready in all respects for trading.

- (4.0) RATES**

The Rates quoted / negotiated & agreed by the tenderer shall remain firm during the tenure of the contract and NO ESCALATIONS whatsoever.

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

- 4.1 Taking into consideration Duties & Responsibilities mentioned at Section VI
- 4.2 All charges / costs covering wages and allowances including overtime, during weekdays as well as Saturday/Sundays and Public/Port Holidays, all fringe benefits of



required labour, clerical and supervisory staff needed for survey/supervisory work. Rates also include outstation allowance, conveyance charges, stream allowances, out port & foreign allowances, etc.

- 4.3 Charges for waiting of labour and supervisory staff for whatsoever reasons, waiting due to rough weather, rain, strike or lockout and also due to any cause whatsoever.
- 4.4 Charges in respect of Workmen's Compensation and Common Law liabilities payable by the Contractor towards injury, death etc., caused to labour and supervisory staff etc., employed by the Contractor, including of those employed / hired by them.
- 4.5 Expenses incurred by Contractor in preparation of work done certificates, invoices or any other documents and delivering the same to SCI Office.
- 4.6 All out of pocket expenses the Contractor may incur by way of arranging Port/ Customs/ Police permission etc. and there shall be no extra whatsoever payable for the same.
- 4.7 The Contractor shall keep proper documentary records of work carried out and the rates shall be inclusive of the cost of preparing the same, including required stationary.
- 4.8 The tenderers are requested to quote their best and final offer in the Price Offer (PART-II) of the tender document. No revised offer shall be entertained. No conditional quotations will be accepted.
- 4.9 The tenderers are advised to exercise greatest care in entering the rates. No excuse that mistakes have been made or any request for corrections will not be entertained after the quotations are opened.

**(5.0) EARNEST MONEY DEPOSIT**

- (5.1) The tender should be accompanied by Bank Swift Copy / UTR No. of electronic remittance of **USD 24,000/- or equivalent in INR** to Shipping Corporation's Bank Account (details mentioned at clause **6.0 and 6.1** below) towards Earnest Money Deposit (EMD), refundable, except on withdrawal of the offer before decision and/or failure of the party to accept the contract, if awarded.
- (5.2) Copy of Bank SWIFT copy / UTR No. of electronic transfer (valid for nine months from the due date of the tender) for Earnest Money Deposit **must be enclosed with the "Technical Offer" only** and details should be indicated in the Tender Form, Part – IV.
- (5.3) The tenderer has the option to submit EMD in the form of Bank Guarantee (refer to format of EMD at **Part – I Section VII**) from a Nationalized/ international Bank (having its branch office in Mumbai, India) with a validity of not less than nine months from the date of submission of tender.

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

**(6.0) SCI, Mumbai Bank Account Details-**

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

Beneficiary Name: THE SHIPPING CORPORATION OF INDIA LTD  
Bank Name : INDIAN BANK, Bank Branch: NARIMAN POINT  
Bank Address : MITTAL TOWERS GROUND FLOOR , 210,  
NARIMAN POINT G M DIST, Maharashtra 400 021  
ACCOUNT NO: 416197198, IFSC Code : IDIB000N052

**6.1) SCI, London Bank Account Details-**

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

<i>Bank Account Detail :-</i> State Bank of India, 15 King Street, London – EC2V 8EA, UK. Account No. : 10802103 Swift : SBINGB2L SORT CODE : 60-83-65	<i>Through Correspondent bank :-</i> Citibank, 111, Wall Street, New York. USD A/c. No. : 36002753 Swift : CITIUS33
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**Electronics remittance for Tender Fee/ Earnest Money Deposit/ Security Deposit / Performance Guarantee is to be made in the account details mentioned above.**

**(7.0) FORFEITURE OF EARNEST MONEY DEPOSIT (EMD)**

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

- (i) The Tenderer withdraws his offer any time before the tender is finally considered/ decided upon.
- (ii) The Tenderer increases the quoted prices during the validity of the tender /extension granted on the validity.
- (iii) The tenderer seeks amendment of tender terms, or the price offer submitted after submission of tender
- (iv) The Tenderer fails to accept the contract, if awarded or fails to submit Security Deposit and / or Performance Guarantee on award of the contract.

**(8.0) DISQUALIFICATION**

The tender is liable to be disqualified if:

- (i) Not submitted in accordance with terms and conditions of the Tender documents.
- (ii) Not meeting the timelines as indicated in Section V.
- (iii) Not accompanied by Earnest Money Deposit and/or Tender Fees in the form of Electronic Remittance.
- (iv) During validity of the quotation period or its extended period, if any, the Tenderer increases his quoted prices.
- (v) The Tenderer qualifies the tender with his own conditions.
- (vi) Tender received in incomplete form including price Offer. Price offer format is not same as the format given tender document.

- (vii) Tender received after due date and time.
- (viii) Information submitted in Part I (Technical Offer) is found to be incorrect or false at any time either during the processing of the tender (no matter at what stage) or during the tenure of the contract including the extension periods, if any.
- (ix) Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- (x) Multiple tenders being submitted by one Tenderer or if common interests are found in two or more Tenderers, all such Tenderers are liable to be disqualified.
- (xi) While processing the tender, if it comes to the knowledge of Corporation that some of the Tenderers have formed a cartel resulting in delay/ holding up the processing of tender. All such Tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- (xii) The Tenderer if found to be having negative net worth on the basis of the audited Balance Sheet / P&L A/c during the FY 2021-22 submitted with the tender for proprietorship firms, proprietor's balance sheet also may please be submitted.
- (xiii) Not accompanied by all requisite documents as per eligibility criteria.
- (xiv) Canvassing in any form shall lead to disqualification.
- (xv) If tenderer is found to be in arrears or default with regard to payment of dues to Dock Labour Board/Pool and other concerned Government Agencies.

#### **(9.0) BILLING**

- (9.1) The Contractor shall submit their bills (per each vessel) in triplicate complete in all respects supported by Purchase Order (PO), Work Done Certificate and Repair Specifications CERTIFIED/SIGNED/STAMPED by at least TWO ship's senior officers (preferably Master & Chief Officer of the ship) to the Centralized Bills Receipt Cell (CBRC) of the Corporation, Mumbai, and the payment shall be made **within 120 days from** the date of receipt of bills complete in all respects. The Corporation will open a "Letter of Credit" (LC) to vendors. This LC will be opened two weeks before dispatch of BWTS equipment from factory. The cost of LC would be 0.10 % p.a which would be added to the quoted price of the bidders for the purpose of evaluation. The LC would be with usance period upto 3 years with payment to the contractor by 120 days from the date of receipt of the bill complete in all respect. Bidders may kindly note that the Corporation would not bear any cost towards LC confirmation or discounting of bills against LC.
- (9.2) Bills will not be accepted unless accompanied by the original receipted **WORK DONE CERTIFICATE** duly signed and stamped as mentioned above.
- (9.3) Bills will be settled only when all services mentioned in the corresponding Purchase Order are executed. In the event of failure to execute any order in full, the Corporation reserves the right to withhold payment for part services till the order is fully executed.

(9.4) Payment of bills (per each vessel) will be made after due scrutiny and checking by the Accounts Department **within 120 days** from the date of submission of bills, complete in all respects.

(9.5) 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.

(9.6) **For Indian Entity, the invoice will be settled at Rate of Exchange (ROE) applicable on the day of issuance of Purchase order.**

**(10.0) EVALUATION**

**(10.1) Tenders will be technically evaluated based on the essential condition – eligibility criteria mentioned at Section II namely**

- a. Equipment supplied is of USCG approved BWTS along with IMO type approval under revised G8 guidelines / BWMS code.
- b. The bidder should have supplied and commissioned such equipment (same capacity or above the capacities mentioned in work scope as given in Section V) in tanker vessels and working satisfactorily.
- c. OEM is from INDIA only.
- d. BWTS units shall be suitable for Marine, Brackish and Fresh Water operation.
- e. Holding time for treated ballast water shall not be more than 72 hrs.
- f. Adequate details are furnished to prove tenderer's capability, experience and service network etc.
- g. Satisfactory Spare availability and after sales service support track record
- h. Delivery of equipment / material for modification as indicated in work scope at SCI selected shipyard/s as per the schedule / timelines given in Section V, failing which the bidder is liable to be disqualified. (Bidder's response to Sl. No. 20 in Form of Particulars at Section IV is vital).

**(10.2)** Tenderers must quote for all the items in the price offer. In case tenderer does not quote for all items covered in 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. The tender shall be evaluated basis total cost of all items as indicated in price bid with the objective of getting best value for SCI.

**(10.3)** Total financial implication will be used to decide order of competitiveness. **Conditional discounts will not be taken into account for the financial evaluation.**

- (10.4) Once a tender is accepted on technical grounds, then the selection among such technically qualified tenderers would normally be only on the basis of rates quoted. However, the Corporation reserves the right to reject all / any of the tenders, and the decision of the Corporation in this regard shall be final and binding.
- (10.5) SCI reserves right to award contract for one vessel or more based on best value available to SCI.
- (10.6) Negotiations may also be carried out with L1 party.
- (11.0) The estimated requirement furnished in the Part – II (Price Offer) is indicative only and the same is without any commitment from the Corporation and the Corporation cannot assure minimum/ maximum work that can be offered.
- (12.0) Tenders which do not meet the technical pre-qualification requirements, as prescribed in SECTION – II (Eligibility Criteria) above are liable to be rejected and decision of the Corporation in this regard shall be final and binding.
- (13.0) Corporation reserves the right to decide about technical capability, expertise and/ or the Tenderer’s capacity for fulfillment/ compliance of all the terms and conditions spelt out in SECTION – II (Eligibility Criteria) above.
- (14.0) The tenderers with whom the Corporation has dealt with earlier may also note that their performance during past contracts with the Corporation and also if they had committed breach of contract or having unsatisfactory performance with any of the Government body etc., would be taken into account and it would be at Corporation’s sole discretion whether to consider such parties for award of contract. However, the parties with which Corporation’s legal dispute is pending, award/ non-award of the contract will be the sole discretion of the Corporation.
- (15.0) **The Corporation reserves the right to claim damages or detention charges of which Corporation shall be the sole judge, in respect of delays occurred to its vessels directly or indirectly due to the failure/default on the part of contractor in carrying out the responsibilities/duties efficiently and promptly.**
- (16.0) The submission of a tender by a tenderer implies that he has read these instructions and has made himself aware of the scope of supply/work and the conditions of tender/contract and the Corporation will not therefore, pay any extra charges on any account in case the tenderer finds at later date that it has misjudged/misunderstood any conditions.
- (17.0) **RISK PURCHASE CLAUSE**  
If any time during the currency of the contract we find that –

- (i) Contractor has failed to arrange services from the date of commencement of contract,  
**or**
- (ii) The services are not arranged in time, or assigned job has not been completed in time,  
**or**
- (iii) The services rendered by the contractor are found unsatisfactory,  
**or**
- (iv) Services do not confirm to the quality/ specifications indicated in the contract,

The Corporation will be at liberty to obtain the supply, services and commissioning of BWTS units from alternative sources at the risk and cost of the contractor. The limit of cost of alternative source is the cost incurred by the corporation in getting the supply, service and commissioning of the BWTS.

**(18.0) 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:**

- To issue a warning letter for contravention and recover the excess amount billed.

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

- For the contravention, the contract would be terminated and Security Deposit and / or Performance Guarantee would be forfeited.

**(III) Liquidity Damages (LD) Clause for delayed completion of the job:**

If the Contractor fails to complete the job within the time frame committed by the Contractor, then this LD Clause will be applicable for any delays as given in below sub para (a) & (b). The penalty shall be as per the table given below or 10 % of the contract value per vessel, whichever is lesser.

- (a) Delivery of equipment / material at SCI selected shipyard as per agreed timeline.
- (b) During the commissioning period any delay in commissioning & certification attributable to the Contractor over and above the agreed commissioning period.

Sl No.	Vessel Name	LD per day USD (or equivalent in INR)
1	MT Desh Bhakt	USD 13,000
2	MT Desh Prem	USD 13,000
3	MT Desh Rakshak	USD 13,000
4	MT Desh Gaurav	USD 13,000

**(IV) Suspension of contractor:**

In case (i) performance of the supplier/ contractor is not satisfactory or (ii) supplier is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the supplier/ vendors/ contractor is under suspicion or if there is any action by the supplier/ contractor which may result in damage to the brand image and/ or result into

commercial loss to SCI, SCI may consider suspension of business dealings with such supplier/ contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidences warrant any penal action against the supplier/ contractor, same will be initiated by the Corporation or suspension revoked, as the case may be.

**(19.0) 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-X**).
- (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.
- (viii) The Corporation is entitled to terminate the contract for not adhering to the provisions of the “Integrity Pact.”

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

**(20.0) 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-X**), 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.

(21.0) 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.

(22.0) 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.

(23.0) **EXIT CLAUSE**

The CORPORATION at its sole discretion can terminate the contract as indicated in Termination Clause by giving **THREE (03)** days notice to the contractor.

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

(24.1) The successful tenderer will have to deposit a Security Deposit which will be equivalent to 3% of the total value of the contract USD XXXX (US Dollar ----- only) but not more than Rs. 10,00,000 or equivalent in USD, in the form of Bank Guarantee, of any International Bank (having Branch office in Mumbai, India) which should be valid for XXXX years, towards satisfactory performance of the contract.

(24.2) Performance Guarantee of any International Bank (having Branch office in Mumbai, India) of equal amount as of Security Deposit is to be paid by the successful tenderer (s) with whom the Corporation has not dealt with earlier or whose performance was found to be unsatisfactory in the past.

(24.3) In case of termination of the contract for any reason as per relevant clause of the tender the Security Deposit and/ or Performance Guarantee shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the Corporation in consequence of such termination of the contract.



- (24.4) In the event the contractor(s) gives up the work prior completion of the contract, or is unable to service the contract for whatever reason, the Security Deposit and/ or Performance Guarantee shall stand forfeited.
- (24.5) No interest shall be payable on the Security Deposit and Performance Guarantee.
- (24.6) The Corporation shall also be entitled to make recoveries from the contractor's bills, Security Deposit and Performance Guarantee or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (24.7) 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. **The format of bank guarantee for security deposit and performance guarantee are attached**

**(25.0) VALIDITY**

- (25.1) The rates given in tender should be valid for acceptance by the Corporation up to SIX MONTHS from the due date. In case processing/ acceptance of the tender takes more than six months, the 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 tender finalisation.
- (25.2) In case the Tenderer increases its Price Offer during the validity of the quotation, the tender would be liable to be rejected.

**(26.0) SECURITY CLAUSE**

- (26.1) While evaluating tenders regard would be paid to national defence and security consideration.
- (26.2) 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 the Corporation.

**(27.0) ISPS CLAUSE FOR CORPORATION'S CONTRACTORS**

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's 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.

**(28.0)** 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.

**(29.0) 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.

**(30.0) 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.

**(31.0) INDEMNITY**

The Contractor shall defend, indemnify and hold the Corporation and its vessels harmless from any liability or penalty, which may be imposed by the Central, State or Local Authorities by reason of any violation by the Contractor /his employees of such Laws, regulations or requirements, and also from all claims, suits arising out of or by reason of the work provided by this contract, including any liability that may arise out of accident, whether by the employees of the Contractor or by third party.

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

**(32.0) 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, epidemics, pandemics, 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 services are suspended by force-majeure conditions lasting for more than 30 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.

Any delays arising due to inclement weather will not be considered in number of days quoted by the vendor at the time of submitting quote. However the certification for inclement weather which restricted movement of barge or personnel from shore to anchorage will have to be substantiated by local Weather reports and instructions received from Port Authorities restricting movement of crafts and personnel to the vessel at anchorage.

**(33.0) 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.

**(34.0) 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.

**(35.0) ARBITRATION**

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

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

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

**(36.0) 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:**

- (36.1)** 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.
- (36.2)** 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).
- (36.3)** 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.
- (36.4)** The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- (36.5)** 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.

- (36.6) 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.
- (36.7) 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.
- (36.8) The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings, views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; Admissions made by the other party in the course of the OEC proceedings; Proposals made by the OEC;
- The fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
- (36.9) 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.
- (36.10) OEC members shall be entitled to benefits in respect of travelling, lodging etc. as per the existing policy of SCI.
- (36.11) 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.
- (36.12) 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.**
- (37.0) **Total Liability:** Contractor's total liability under this contract including Risk Purchase Clause and Indemnity clause is limited to 1.2 times the contract value indicated per vessel. However, this limit is not applicable to (i) liability arising out of liquidated damages (if any) & warranty (ii) liability in the event of bodily injury or death or in the event of gross negligence or wilful misconduct of the Contractor or third party appointed by the Contractor
- (38.0) Indirect and Consequential damages / losses including loss of profit to SCI are not covered under this tender.

**(39.0)** Warranty Terms: All defects, which are found in the process of installation, commissioning, tests and the ship's operation within the warranty period, resulted from a fault of the Contractor and/or his sub-contractors shall in full and final settlement of all liabilities for said defect be rectified by the Contractor's specialists free of charge to the Corporation unless the maintenance instructions for the equipment are not followed by Corporation.

Warranty will not cover the following:

- Ordinary wear and tear;
- Unintended use, misuse, abuse, or improper storage, installation or repairs by the Corporation or by persons not under the Contractor's supervision.
- Defects or failures that have been caused by products or items of equipment that were not supplied by the Contractor.

The place and time of removal of the defect(s) and the replacement of defective parts discovered during the ship operation shall be agreed between the Corporation and the Contractor within shortest possible time taking into account present position of the vessel. The discovered defective parts shall be replaced by the Contractor free of charge to the Corporation with transportation of the spare parts on the Contractor's account. If, by whatever reason, the Contractor is unable to fulfil his Warranty obligations himself and to remove all defects, occurred through the fault of the Contractor, the Corporation is allowed to remove these defects by a third Party on the Contractor's account and the Contractor is, in full and final settlement of all liabilities for said defect, obliged to pay unconditionally all actual, reasonable expenses (including cost of labour and transportation) connected with removal of the defective parts and/or replacement of defective parts immediately on receipt of the Invoice from the Corporation with enclosed Originals of the Invoice(s) from the third Party which performed the repair.

**(40.0)** Any Tenderer from a country which shares a land border with India will be eligible to bid in this tender only if it confirms its acceptance and also complies with the provisions of the "Guidelines for eligibility of a 'Bidder' from a Country which shares a land border with India" enclosed at Part I(XI) of this document. The Tenderer is required to submit the undertaking enclosed therein .

**(41.0) INTEGRITY PACT AND BANNING GUIDELINES:**

The bidder shall submit the tender along with the "Integrity Pact" and Banning Guidelines, issued along with the tender document (**Part I - (IX & X)**), duly signed on all pages and details filled in properly. All pages of the Integrity Pact (including 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 Integrity Pact (including Banning Guidelines) shall be unconditional

and the bidder must not change any contents of the Integrity Pact (including Banning Guidelines). The signed Integrity Pact (including Banning Guidelines) should be enclosed with the Technical Offer of the tender only.

**Tenders received without the signed Integrity Pact (including Banning Guidelines) and/or without details filled in, shall be rejected.**

Three Independent External Monitors (IEM) have been appointed to oversee the implementation of the Integrity Pact. The name and contact details of IEMs are as follows:

- (i) Shri Girish Chandra Chaturvedi. E-mail: gcchaturvedi@gmail.com
- (ii) Shri Deepak Chaturvedi - E mail : chaturvedideep@rediffmail.com
- (iii) Shri Mukesh Mittal - E mail : mumittal@hotmail.com

**A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.**

**(42.0) 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.

-----  
**WE AGREE TO ABIDE BY THE ABOVE 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**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

**FORM OF PARTICULARS**

NO.	PARTICULARS	DETAILS
1)	Name of the Firm/Company	
2)	Registered Postal Address of the Firm/Company & its principal place of business.	
3)	Landline Telephone(s)	
4)	Mobile Number(s)	
5)	Fax Number(s)	
6)	Email Address & Web Address	
7)	If a subsidiary Company, Name & Address of the holding company	
8)	Year and Date of Establishment of Business	
9)	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>	
10)	Name(s) of Proprietor / Partners in case of Proprietary / Partnership concern or Name of Directors in case of Limited Company.	
11)	Whether your firm has branch offices at any other places. <b>[If yes, furnish details]</b>	
12)	Latest Organizational Chart <b>[Please enclose copy]</b>	
13)	Whether your firm is registered under	



	Municipal / Port Authority for conduction business? <b>[Attach Copy of registration]</b>	
14)	<b>Copy of audited Profit &amp; Loss A/c and Balance Sheet for the last three years.</b>	
15)	Name(s) of your Bankers and their Address	
16)	Details of Experience State names of the Shipping companies/lines and number of BWTS units supplied & successfully commissioned year-wise: <b>Total, retrofit, new building</b>  <b>2019</b>  <b>2020</b>  <b>2021</b>  <b>2022</b>	
17)	State names of the Shipping companies/lines and number of BWTS units supplied & commissioned and successfully operating on different types of ships. (submersible pumping system & non submersible pumping system)	
18)	Details of time lines required for design (basic & detail), class approval, commissioning of BWTS units onboard etc. (including relevant data on past execution of projects) to be enclosed.	
19)	Technical details of equipment (BWTS units) proposed for the SCI vessels including footprint, filter operating pressure, sensors, power requirement at 30PSU, line diagrams, neutralizing agent etc to be enclosed	
20)	Bidder warrants that the time lines/schedules mentioned at Section V will be complied.	YES / NO (Tick appropriate option)
21)	Any other facilities you can make available to the Corporation including computer support for the purpose of control and	

	tracking.  Address of your Branch Office, if any and telephone nos. also contact person for BWTS supply & commissioning along with his residential and mobile numbers.	
22)	Whether your firm has been disqualified by any Shipping Company at any time in the past for <b>similar tender</b> . If yes, state reasons.	
23)	Whether your firm has been disqualified by the SCI at any time in the past <b>for this particular tender or for any other tender</b> . If yes state reasons.	
24)	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>	
25)	Please mention whether your company has employed in any capacity whether administrative or advisory, ex-SCI officer who has retired as <b>DGM or higher level</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.	
26)	<b>Earnest Money Deposit:</b> Particulars of Electronic Remittance or Particulars of Bank Guarantee enclosed with the Technical Tender.	Swift Copy / UTR No. of Electronic Transfer <b>USD 24,000/- or equivalent in INR</b> Banker: Dated: _____ BG Amount: <b>USD 24,000/- or equivalent in INR</b> BG No: BG Date: Issuing Bank & Branch: Valid upto:

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

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

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

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

Rubber Stamp:

**PART – I**

**SECTION – V**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

**VESSEL DRYDOCK SCHEDULE & SUPPLY TIMELINES**

Sl No.	Vessel Name	Dry dock date	Receipt of material/ equipment at shipyard
1	MT Desh Bhakt	<b>25.03.2023</b>	15.03.2023
2	MT Desh Prem	<b>21.04.2023</b>	11.04.2023
3	MT Desh Rakshak	<b>19.05.2023</b>	09.05.2023
4	MT Desh Gaurav	<b>19.08.2023</b>	09.08.2023

Installation work onboard will be carried out by SCI selected shipyard/s.

Commissioning work including test/ trials & certification need to be completed on or before dry dock completion date (approximate days of stay at dry dock is 20 days). Tenderer will get a time period of 10 days after completion of installation work by shipyard/s.

**SCOPE OF WORK**

**Contractor/tenderer would be required to undertake the following activities in the mentioned hereunder:**

- a. Aframax vessels 4 Nos.: Detailed study on modifications required for retrofit of
  - i. BWTS unit min. 2000 m<sup>3</sup>/hr (2 x 1000m<sup>3</sup>/hr units along with filter) ballasting/de-ballasting rate.
  - ii. BWTS unit of capacity 100m<sup>3</sup>/hr required for aft peak tank
  - iii. Supply of additional pumps to maintain the final ballast / de-ballast rate as 2000m<sup>3</sup>/hr after fitment of BWTS system. The existing ballast pumps are 2 x 1500m<sup>3</sup>/hr @35m.
  - iv. Total power available for the BWTS system along with new Pumps is 300kW.
- b. Holding time not more than 72 hrs. (Marine, Brackish & Fresh Water)
- c. Onboard survey (including 3D scanning, if required) to be carried out as this will help in preparation of detail design.
- d. Testing & commissioning of BWTS units along with associated systems to the satisfaction of SCI & Class (IRS). Supervision / guidance for installation work as executed by the SCI selected shipyard.

- e. Commissioning test and Indicative analysis of the treated water etc. to be carried out after fitment of BWTS as required for certification by class in line with revised G8 guidelines/ BWMS code.
- f. Integration with existing Automation system (If mandatory by statutory/ class).
- g. Design for enclosure for fitting BWTS units, filters, etc (fabrication & installation work will be executed by SCI selected shipyard) as required based on arrangement.
- h. Type approval of the BWTS units by USCG as well as under revised G8 guidelines / BWMS code. Unit certification by existing classification society of the vessel (IRS) prior to shipping of the units.
- i. Preparation of basic & detail design (production drawings) necessary for retrofit including Class approval of drawings / documentation including Ballast Water Management Plan. This includes preparation of repair spec and scope of work for the repair shipyard. The scope of work for shipyard to be submitted within 2 months from the award of order to the successful bidder.
- j. Supply of equipment / material of BWTS units along with associated fittings, filters etc) as per approved/production drawings for modification. Supply of additional ballast / booster pumps (to maintain 2000m<sup>3</sup>/hr final ballast / de-ballast capacity) is also bidders scope.
- k. All sensors to be duplicated. If system design does not allow for stand by sensor, spare sensor to be provided.
- l. It has to be ensured that the spares for the units shall be available for at least 15 Years. Chemical type BWTS shall consider 15 year contract for supply of chemical.
- m. The bidder will warrant for five years after commissioning, testing and acceptance on board of the BWTS unit (including necessary spares), satisfactory operation for five years or 5 years 6 months from the date of delivery of BWTS equipment to yard whichever is earlier.
- n. Training for Crew (Operation, service and maintenance) at commissioning.
- o. E-mail / Online support for quick resolution of operational issues.
- p. The equipment/ material to be supplied on CIF (Incoterms 2010) basis to the nearest port where the vessel is to be dry-docked.
- q. The BWTS shall be provided with (i) display control unit at CCR (ii) display unit at ECR and (iii) local control unit.

- r. The Shop test to be carried out at OEM factory. The SCI representative reserves the right to attend the same along with Class. At least 2 weeks firm notice shall be given prior conducting the shop test.

Once all jobs along with Class certification are completed SCI/ Master shall sign work done certificates.

**Duties and Responsibilities of contract under this tender are detailed at the Section – VI of this tender document.**

## PART – I

### SECTION – VI

#### **E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

##### DUTIES AND RESPONSIBILITIES

- 1) The Contractor shall arrange all required men & materials and other resources to complete the defined scope of work at their quoted cost and time.
- 2) Tools & equipment, materials arranged must be of approved type/intrinsically safe to be suitable for use on board vessels.
- 3) Food for working team members, toiletries, personal requisites, etc must be arranged by the Contractor/Tenderer.
- 4) It is expected that following men & materials shall be arranged to undertake the defined jobs. However the Contractor may plan and decide the same:
  - a) BWTS units, filters, associated fittings etc as required as per the approved plans.
  - c) The contractor shall mobilize adequate manpower for completing the job as required.
  - d) The contractor shall provide transportation, including launch services from shore to ship and back to shore, local conveyance to board vessel for retrofitting of BWTS which includes commissioning and indicative analysis (Applicable, in case the certification at drydock is not obtained due to water quality available at quay, the testing of equipment & certification to be carried out at a suitable area in open sea in line with revised G8 guidelines / BWMS code).
  - e) The contractor should ensure that round-the-clock service is arranged to ensure completion of the job in the shortest possible time and within the quoted time.
  - f) The contractor will be held fully responsible for loss or damage to the ship's property, SCI or to any private property due to negligence of the Contractor or his labour. The contractor shall indemnify the Shipping Corporation of India Ltd in respect of any claims and/or damages, direct or indirect, arising out of such negligence by the Contractor or his labour.
  - g) The Contractor and their labour while working on board must follow ISPS and Company safety requirements.
  - h) Any other duties, responsibilities specified in this tender document will always be applicable and binding on the contractor.
  - i) The equipment/ material to be supplied on CIF (Incoterms 2010) basis to nearest port (sea port / air port) where the vessel is to be dry-docked.
  - j) The transportation from nearest port (sea port / airport) to repair shipyard will be SCI's responsibility, **bidder needs to insure the equipment/ material till delivery to the vessel.**

**INSURANCE:-**

- A) The contractor shall indemnify and hold SCI harmless from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-Contractor or otherwise arising under this contract.
- B) The Contractor shall, at his own expense arrange all insurances, for the personnel / employees deputed by him under this contract, such as the Workmen's Compensation, Employer's Liability Insurance policy to cover statutory liability of an employer for the workmen engaged under this contract.

Further, Contractor at his own expense shall also arrange insurance policy to cover Contractor's equipment, tools and any other belongings of the Contractor or their personnel during the entire period of their engagement in connection with this contract even when these are in the custody of SCI and that SCI will have no liability on this account."

- C) Contractor shall require all of its Sub-Contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.



**PART – I**

**SECTION – VII**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC)**

**ON A NON-JUDICIAL Rs.500 STAMP PAPER**

**Bank Guarantee in lieu of Earnest Money Deposit**

To,  
Sir,

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

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

NOW THEREFORE in consideration of the premises, We, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender i.e. nine months from the date of submission of tender along with this guarantee or any extension thereof and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof, We hereby unconditionally and irrevocably guarantee to you the payment of the sum of USD 24,000/- or equivalent in INR on demand, without demur notwithstanding the existence of any dispute between you or your authorized representative and the tenderer in this regard AND WE hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Tenderer.
- (b) That the guarantee hereinabove contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- (c) That this guarantee commences from the date hereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity, as the case may be, of the tender, whichever of these is earlier.

- (d) That the expressions “the Tenderer” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.
- (e) Capitalized terms used herein and not defined shall carry the meaning ascribed to these in the Tender.

Yours faithfully,

**PART – I**

**SECTION – VIII**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

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

1)	COPY OF ELECTRONIC REMITTANCE OF USD 100/- OR EQUIVALENT IN INR FOR TENDER FEES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2)	ELECTRONIC TRANSFER / BANK GUARANTEE FOR USD 24,000/- OR EQUIVALENT IN INR FOR EARNEST MONEY DEPOSIT	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 CERTIFICATE OF THE REGISTRATION WITH LABOUR COMMISSIONER	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 /SHIPPING COMPANIES WITH RESPECT OF YOUR EXPERIENCE)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8)	TECHNICAL DATA SHEETS INCLUDING PROPOSED MODIFICATION	YES <input type="checkbox"/>	NO <input type="checkbox"/>
9)	ELECTRICAL POWER REQUIREMENT FOR UNIT (30PSU SEA WATER), FW OPERATION, TOTAL INSTALLED POWER FOR BWTS	YES <input type="checkbox"/>	NO <input type="checkbox"/>

10)	DETAILS OF EXPERIENCE (NO. OF UNITS SUPPLIED- TOTAL, RETROFIT, NEW BUILD)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11)	USCG & IMO APPROVAL CERTIFICATES	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12)	SOLVENCY CERTIFICATE	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13)	DETAILS OF SERVICE NETWORK & SPARE PARTS AVAILABILITY	YES <input type="checkbox"/>	NO <input type="checkbox"/>
14)	DETAILS ON EXPECTED LIFE OF MAJOR COMPONENTS OF BWTS SYSTEM LIKE FILTER, SENSORS, ELECTROLYSIS UNIT, REQUIREMENTS OF CALIBRATION OF SENSORS, ETC (AS APPLICABLE FOR BASED ON TYPE OF BWTS) INCLUDING NO. OF REPLACEMENTS REQUIRED FOR 15 YEAR PERIOD, QUANTITY OF CHEMICAL & NEUTRALISING AGNETS ETC (CONSIDERING 24 BALLAST OPERATIONS & 24 DEBALLAST OPERATIONS PER YEAR)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
15)	ANY OTHER DOCUMENTS (AS REQUIRED)	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE:

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

**PART – I**

**SECTION – IX**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

**INTEGRITY PACT**

Between

The Shipping Corporation of India Limited (SCI)

Hereinafter referred to as “The Principal”,

And

Hereinafter referred to as “The Bidder/Contractor”.

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_ . The Principal values full compliance with all relevant laws of the land, rules, regulations, the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization “Transparency International” (TI). The Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or non-material benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion

in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
  - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder / Contractor will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at (page Nos. 36 to 41)

## **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and / or Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

#### **Section 6 – Equal treatment of all Bidders / Contractors**

- (1) In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidders / Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

#### **Section 8 – External Independent Monitor/ Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.

- (3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word “Monitor” would include both singular and plural.

#### **Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

#### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....  
For the Principal  
(Official Seal)

.....  
For the Bidder / Contractor  
(Official Seal)

Place: .....

Witness 1: .....  
(Signature and Name & Address)

Date: .....

Witness 2: .....  
(Signature and Name & Address)

**PART – I**

**SECTION – X**

**E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

**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 or repeated poor performance on the part of bidders/vendors/contractors/agents. SCI in all its business dealings endeavors to maintain competency, 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 repeated poor performance 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 to 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 (including repeated poor performance) 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** 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 /Agent/ 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. The Committee will consist minimum three Directors. In case Director of the Division awarding the contract and the Director of the concerned operating Division are same, the Committee should co-opt one more Director from other Division.

The Chairman & Managing Director, SCI, shall be the ‘Appellate Authority’ in respect of such cases.

**b.** 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.

**c.** 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, formation of cartel with other entities with a view to artificially hike the prices
- 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 may 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 obligations.
- 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** Willful 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** If the entity supplies poor/substandard materials as against mentioned in the Purchase Order/samples provided, if any or performs substandard quality of service and fails to rectify/replace the same even after reasonable extension of time given to such entity.
- 4.16** `Continued poor performance or any other action of the vendors/contractors/Agents which may result in damage to the brand image and/or result into commercial loss to SCI.

**4.17** Delete to be added as "Failed to honor the bid without sufficient grounds"

(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 Investigating Committee comprising of Representatives from concerned User Division, Contracting Division and Finance Division. The User / Reporting Division to provide all relevant facts /material to the contract initiating Department / Division which will present it to the Investigating 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 and the appellate Authority would be as defined in Clause 3 (iii) as above.

**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 favor 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 maybe 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 necessary to give a show-cause notice to the Entity along with the order for suspension unless it is not expedient in the public interest to do so. The Entity has to be allowed to submit its written defense to the show-cause notice within 15 days. Competent Authority has to take the decision within thirty days of receipt of written defence..

**6.9.** Period of suspension shall be accounted for in the final order passed for Holiday listing (Banning business dealing) with the “Entity”.

#### **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 non-performance/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 as referred in Clause 5 above. 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 8.1 and an enquiry held accordingly.

#### **8.0 Show-cause Notice:**

**8.1** 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 misbehavior 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.

**8.2** 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).

**8.3** If no reply is received from the “Entity” within the specified period, the decision may be taken ex-parte. The Competent Authority will pass an appropriate speaking order after examining the materials on record.

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

**a.** For exonerating the Entity if the charges are not established or

**b.** For removing the Entity from the list of approved Suppliers / Contactors, etc. or

**c.** For banning business dealings with the Entity

**8.5** The period for which the ban would be operative may be mentioned in the order. The period of Banning will be of two (2) years. The Competent Authority will have a right to extend the banning period for cases where issues are not resolved. It should also state explicitly that whether the ban would extend to the Inter-connected Entities based on case to case basis.

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

**9.1** 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 for a period of one (1) year or for the balance period of the contract whichever is longer.

**9.2** The effect of such a removal order would be that the Entity would not be entitled to participate in both Open and Limited Tender Enquiries of SCI during such removal period.

**10.0 Appeals against the Decision of the Competent Authority:**

**10.1** No Appeal is permitted in case an Agency is Holiday Listed (Banning of business dealing) based on Ministry's advice

**10.2** 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 made within one month from the date of receipt of the order banning business dealing, etc.

**10.3** The Appellate Authority would consider the appeal and pass appropriate orders which shall be communicated to the Entity as well as the Competent Authority.

**10.4 Duration of Banning:** Ordinarily the period for which an Agency is banned should not be less than six months and should not exceed 2 years. However, in extraordinary circumstances the period can be more than 2 years.

**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 Investigating 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 Effect of Banning and Suspension of an Entity:**

(a) The entity after issue of order of banning /suspension shall be debarred from participating in any of the tenders of SCI during the banning/suspension period and the same shall also be hosted on SCI website.

(b) If the entity has already participated in the tender and price bids are not opened, the technical bids of such entity will be rejected. If the price bid of the tender is already opened and happened to be L1, the tender has to be cancelled and re-tender has to be issued. If the entity is not L1, the tender can be processed further.

(c) Banning does not preclude a claim for damages for non-performance.

(d) Banning does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.

**14.0 Revocation:**

Suspension/ Removal of a entity shall be deemed to have been automatically revoked on the expiry of suspension/ Removal period and it will not be necessary to issue a specific formal order of revocation. However, in case of Banned entities, the same shall continue to remain in force unless it is specifically revoked based on the firm's representation with the approval of the Competent Authority who has earlier accorded approval for banning.

**14.1** In banning cases, where the proprietor of the entity, its employee, partner or representative is convicted by a court of law for offences involving moral turpitude in relation to business dealings, may be revoked if in respect of the same facts, accused has been wholly exonerated by court of Law.

**14.2** A banning / suspension order may, on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.

\* \* \* \* \*



## **PART – I**

### **SECTION – XI**

#### **E-TENDER FOR SUPPLY AND COMMISSIONING OF BWTS UNITS (BASIC & DETAIL DESIGN, SUPPLY OF EQUIPMENT AS NECESSARY FOR INSTALLATION, COMMISSIONING, CLASS CERTIFICATION ETC.)**

##### **GOVERNMENT OF INDIA GUIDELINES FOR**

##### **Eligibility of a ‘Bidder’ from a Country which shares a land border with India**

**I.** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

**II.** “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

**III.** “Bidder from a country which shares a land border with India” for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**IV.** The *beneficial owner* for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**V.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**VI.** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **UNDERTAKING**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a Country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

**Place:**

**Signature of the Bidder**

**Date :**

**with rubber stamp of the Company**

Enclosures:

1. Wherever applicable, evidence of valid registration by the Competent Authority shall be attached.

ANNEX

BANK GUARANTEE FOR SECURITY DEPOSIT

THIS DEED OF GUARANTEE made on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ BY \_\_\_\_\_ (hereinafter called “the Bank”) of the ONE PART in  
favour of **THE SHIPPING CORPORATION OF INDIA**, etc. of the OTHER PART;

WHEREAS by an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ - made between  
\_\_\_\_\_ carrying on business in partnership/company etc. under the firm/co. name of  
\_\_\_\_\_ at \_\_\_\_\_ (hereinafter called “the Contractor”) and the said The  
Shipping Corporation of India Limited, the Contractor has undertaken execution of all work  
contained in the agreement hereinbefore referred (hereinafter called “the said contract”);

AND WHEREAS in accordance with the Security Deposit clause of the said contract  
the Contractor is desirous of furnishing a Bank Guarantee in the sum of US  
Dollars \_\_\_\_\_ towards security deposit valid up to six months beyond the date of  
completion of the contract.

AND WHEREAS The Shipping Corporation of India Limited had agreed to accept a  
guarantee from the said Bank on express condition that the Bank shall unconditionally and on  
demand from The Shipping Corporation of India Limited and without demur pay to The  
Shipping Corporation of India Limited the aforesaid sum of US Dollars \_\_\_\_\_.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its  
guarantee as hereinafter contained;

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The  
Shipping Corporation of India Limited on demand and without protest the sum of  
US Dollars \_\_\_\_\_.
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the  
sum under clause 1 above without demur and without requiring. The Shipping  
Corporation of India Limited to invoke any legal remedy that may be available to  
it, it being understood and agreed FIRSTLY that The Shipping Corporation of  
India Limited be the sole judge of and as to whether the Contractor has committed  
breach or breaches, if any, of the terms and conditions of the said contract and the  
extent of loss, damages, costs, charges and expenses caused to or suffered by or  
that may be caused to or suffered by The Shipping Corporation of India Limited  
from time to time and its demand in that regard shall be final and binding on the  
Bank AND SECONDLY that the right of The Shipping Corporation of India  
Limited to recover from the Bank any amount under this guarantee shall not be  
affected or suspended by reason of the fact that any dispute or disputes have been  
raised by the Contractor with regard to their liability or that proceedings are  
pending before any Tribunal, arbitrator(s) or court with regard thereto or in  
connection therewith AND THIRDLY that the Bank shall immediately pay the

sum under clause 1 above to The Shipping Corporation of India Limited on demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract, which according to the terms of the said contract, should be six months from the probable date of completion viz., \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to The Shipping Corporation of India Limited the said sum of US Dollars \_\_\_\_\_ or such lesser sum The Shipping Corporation of India Limited may demand.
4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. The Shipping Corporation of India Limited and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to The Shipping Corporation of India Limited under this Deed of Guarantee.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to US Dollars \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) and the Guarantee shall remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ unless claim or demand under this Guarantee is presented to the Bank within six months from the date of completion of the \_\_\_\_\_ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF

## **BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

THIS DEED OF GUARANTEE made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ BY \_\_\_\_\_ (hereinafter called "the Bank") of the ONE PART in favour of **THE SHIPPING CORPORATION OF INDIA**, etc. of the OTHER PART;

WHEREAS by an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ - made between \_\_\_\_\_ carrying on business in partnership/company etc. under the firm/co. name of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called "the Contractor") and the said The Shipping Corporation of India Limited, the Contractor has undertaken execution of all work contained in the agreement hereinbefore referred (hereinafter called "the said contract");

AND WHEREAS in accordance with the Performance Guarantee clause of the said contract the Contractor is desirous of furnishing a Bank Guarantee in the sum of US Dollars \_\_\_\_\_ towards performance guarantee valid upto six months beyond the date of completion of the contract.

AND WHEREAS The Shipping Corporation of India Limited had agreed to accept a guarantee from the said Bank on express condition that the Bank shall unconditionally and on demand from The Shipping Corporation of India Limited and without demur pay to The Shipping Corporation of India Limited the aforesaid sum of US Dollars \_\_\_\_\_.

AND WHEREAS at the request of the Contractor the Bank has agreed to give its guarantee as hereinafter contained:

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the premises the Bank hereby undertakes to pay to The Shipping Corporation of India Limited on demand and without protest the sum of US Dollars \_\_\_\_\_.
2. The Bank shall pay to The Shipping Corporation of India Limited on demand the sum under clause 1 above without demur and without requiring The Shipping Corporation of India Limited to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that The Shipping Corporation of India Limited be the sole judge of and as to whether the Contractor has committed breach or breaches, if any, of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be cause to or suffered by The Shipping Corporation of India Limited from time to time and its demand in that regard shall be final and binding on the Bank AND SECONDLY that the right of The Shipping Corporation of India Limited to recover from the Bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to their liability or that proceedings are pending before any Tribunal, arbitrator(s) or court with regard thereto or in connection therewith AND THIRDLY that the Bank shall immediately pay the sum under clause 1 above to The Shipping Corporation of India Limited on

demand and it shall not be open to the Bank to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand AND LASTLY that it shall not be open to the Bank to require proof of the liability of the Contractor to pay the amount, before paying the sum demanded under clause 1 above.

3. The guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract, which according to the terms of the said contract, should be six months from the probable date of completion viz., the day \_\_\_\_\_ of \_\_\_\_\_. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the term of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to The Shipping Corporation of India Limited the said sum of US Dollars \_\_\_\_\_ or such lesser sum The Shipping Corporation of India Limited may demand.
4. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
5. The Shipping Corporation of India Limited and the Contractor will be at liberty to carry out any modifications to the said contract during the term of the said contract and any extension thereof, and notice of such modifications and extensions to the Bank is hereby waived by the Bank and will not affect in any manner liability of the Bank to pay to The Shipping Corporation of India Limited under this Deed of Guarantee.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this Guarantee is restricted to US Dollars \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) and the Guarantee shall remain in force till the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ unless claim or demand under this Guarantee is presented to the Bank within six months from the date of completion of the \_\_\_\_\_ and thereto the Bank shall be released and discharged from all obligations hereunder.

IN WITNESS WHEREOF